

State of Nebraska - INVITATION TO BID CONTRACT

Date	09/05/23	Page	1 of 1
Solicitation Number	6806 OF REBID		
Opening Date and Time	09/29/23	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 License Plate Aluminum to the State of Nebraska as per the attached specifications for a three (3) 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 09/05/23)

INVITATION

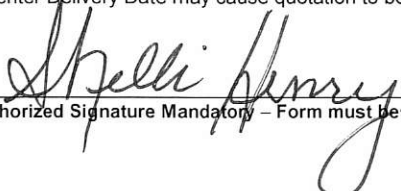
Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ALUMINUM, .022" X 12" COIL,	5,000,000.0000	LB	\$1.19	\$5,950,000
2	ALUMINUM, .022" X 7" COIL,	50,000.0000	LB	\$1.19	\$59,500
3	FABRICATION PRICE, FIXED	5,050,000.0000	LB	\$1.06	\$5,353,000
4	MISCELLANEOUS ALUMINUM NON CORE ITEM Percentage Off Regular Retail Prices	5,000,000.0000	\$		

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 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 _____ 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: Jupiter Aluminum Corporation

Address: 1745 165th Street
Hammond, IN 46320

Contact Shelli Henry

Telephone 219-933-2712

Email shelli.henry@jupiteraluminum.com

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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;
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:
gah			

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

1. ITB and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder's bid response;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. Amendments to 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:
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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.

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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:
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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:
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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.

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H. NOTICE OF POTENTIAL BIDDER BREACH

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

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

In case of breach by the 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:
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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.

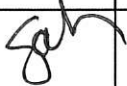
K. SEVERABILITY

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

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.

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L. INDEMNIFICATION

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

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. INTELLECTUAL PROPERTY

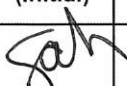
The Bidder agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Bidder or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Bidder prompt notice in writing of the claim. The Bidder may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Bidder has indemnified the State, the Bidder shall, at the Bidder's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Bidder, and the State may receive the remedies provided under this solicitation.

3. 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:
			

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.

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N. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
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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:
<i>gah</i>			

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:
<i>gah</i>			

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:
<i>gah</i>			

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.

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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:
			


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.

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III. BIDDER DUTIES

A. INDEPENDENT BIDDER / OBLIGATIONS

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

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 Contractor 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 subcontractor 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 bid.

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- 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:
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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 one hundred twenty (120) days 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.

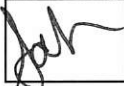
The State will be given full proportionate benefit of any decreases for the term of the contract.

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 exception from industry standards or in areas where detailed pricing is required.


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H. PERMITS, REGULATIONS, LAWS

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

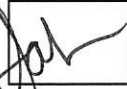
The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Bidder shall obtain and pay for all royalties, licenses, and permits, and approvals necessary 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:
			


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:
			

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:
			


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 Bid or project.

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.


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L. ADVERTISING

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

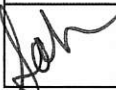
The Bidder agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods and services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. DISASTER RECOVERY/BACK UP PLAN

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


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.

N. DRUG POLICY

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

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

O. WARRANTY

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

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.

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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 Bidder's equipment which may be installed in a state-owned facility is the responsibility of the Bidder.

C. INVOICES

Invoices for payments must be submitted by the Bidder to the Agency requesting the services with sufficient detail to support payment. 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. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
[Handwritten Initials]			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Bidder or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. 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.

F. 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).

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the 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.

H. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
[Handwritten Initials]			

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

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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.

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V. SCOPE OF WORK

A. SCOPE

It is the intent of this bid invitation to establish a contract to supply **License Plate Aluminum** per the attached specifications from date of award for a period of three (3) years with the option to renew for an two (2) additional 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 proposed 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 **License Plate Aluminum** 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.

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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 exception 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 exceptions 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	
✓			1. Read these specifications carefully.
✓			2. Any and all exceptions to these specifications must be written on or attached to solicitation response.
✓			3. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
✓			4. It is the responsibility of Bidders to obtain information and clarifications as provided below.
✓			5. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Bidder.
NOTES/COMMENTS:			

C. TWELVE (12) INCH UNPAINTED LICENSE PLATE ALUMINUM

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Conversion coated aluminum substrate material suitable in the manufacture of reflectorized six (6) year motor vehicle license plates.
✓			2. Chrome-free.
✓			3. Spool dimensions sixteen (16) inches ID, with a forty-five (45) inch OD minimum and sixty (60) inch OD maximum.
✓			4. 3105 H18 Alloy.
✓			5. Twelve (12) inch wide aluminum, -0 + 1/16 inches.
✓			6. 022 ± .0015 inches thick.
✓			7. 30,000 to 35,000 PSI Tensile Strength.
✓			8. Minimum 25,000 PSI Yield Strength.
✓			9. Both sides to be treated with a light, tightly-adherent, chrome-free conversion coating that is compatible with the State’s current Reflective Sheeting supplier Avery L3050.

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✓			10. The coating to be applied in conformance with specifications outlined in ASTM Designation B-449-93, class 2 or as revised http://www.astm.org/Standards/B499.htm .
✓			11. The surface should be free of any powdery residue, oil or other foreign material, which may affect the adhesion of the License Plate Aluminum .
✓			12. Coating Weight should range from a minimum of ten (10) to a maximum of thirty-five (35) mg/ft ² with a median of twenty-five (25) mg/ft ² as the optimum.
✓			13. Must withstand blanking by steel die.
✓			14. Product must be approved for usage with Avery L3050.
✓			15. Roll Weight should be a minimum of 2,000 lbs. and shall not exceed a maximum of 2,300 lbs.
NOTES/COMMENTS:			

D. SEVEN (7) INCH UNPAINTED LICENSE PLATE ALUMINUM

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Conversion coated aluminum substrate material suitable in the manufacture of reflectorized six (6) year motor vehicle license plates.
✓			2. Chrome-free.
✓			3. Spool dimensions sixteen (16) inch ID, with a forty-five (45) inch OD minimum and sixty (60) inch OD maximum
✓			4. 3105 1112568H18 Alloy.
✓			5. Seven (7) inch aluminum, - 0 + 1/16 inches.
✓			6. .022 ± .0015 inches thick.
✓			7. 30,000 to 35,000 PSI Tensile Strength.
✓			8. Minimum 25,000 PSI Yield Strength.
✓			9. Both sides to be treated with a light, tightly adherent, chrome-free conversion coating that has been approved by the State's current Reflective Sheeting supplier Avery L3050.
✓			10. The coating to be applied in conformance with specifications outlined in ASTM Designation B-449-93, class two (2) or as revised http://www.astm.org/Standards/B499.htm .
✓			11. The surface should be free of any powdery residue, oil or other foreign material, which may affect the adhesion of the reflective sheeting.
✓			12. Coating Weight should range from a minimum of ten (10) to a maximum of thirty-five (35) mg/ft ² with a median of twenty-five (25) mg/ft ² as the optimum.
✓			13. Must withstand blanking by steel die.
✓			14. Product must be approved for usage with Avery L3050.
✓			15. Roll Weight should range from a minimum of one thousand two hundred(1,200) lbs. to a maximum of one thousand four hundred (1,400) lbs.
NOTES/COMMENTS:			

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E. PRICING, FLUCTUATING AND FIXED

YES	NO	NO & PROVIDE ALTERNATIVE	
	✓		1. There are Two (2) Pricing Indexes can be determined for this contract:
	✓		a. The First way Pricing will be determined is the Bidder will state which index is being used for the purposes of this bid and resulting contract.
	✓		i. The selected Index is to remain consistent for the duration of the contract period.
	✓		ii. Pricing to be determined by utilizing the AMM monthly average for steel and nonferrous prices http://www.amm.com/
	✓		iii. Monthly averages are published on the first Friday of the month for the previous month.
	✓		iv. This price will go into effect the first Monday after the first Friday of the month.
✓			b. The Second Pricing Index will be determined is by utilizing the Platts Metals Monthly report average for steel and nonferrous prices which can be found at www.platts.com .
✓			i. Monthly averages are published on the first day of the month for the previous month.
✓			ii. This price will go into effect the first business day after the first of the month.
✓			2. The Fluctuating Index prices will be valid for deliveries during the entire month directly after the report is released.
✓			3. Prices may only be carried out to the fourth decimal place.
✓			4. Fixed Contract Fabrication Cost to remain in place for the first year of the contract.
✓			5. Two (2) copies of the Fluctuating Index used for pricing will be provided each order to CSI and will be included with each shipment to verify current aluminum price billing billed.
NOTES/COMMENTS:			

F. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity.
✓			2. The orders shall be for the actual quantities of each item ordered by or for any Agency during the life of the contract.
✓			3. The awarded Bidder shall not impose minimum or maximum order requirements.
✓			4. Vendor is responsible for identifying any order minimums or delivery limitations that may apply.
✓			5. Nebraska has a six (6) year plate cycle with the bulk of materials needed the first three (3) years of the contract.
✓			6. 7" aluminum coil total usage from **/**/** to **/**/** = ***** pounds

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✓			7. 12" aluminum coil total usage 80,000 to 120,000 pounds per quarter times four (4) equals 320,000 to 480,000 pounds annual estimated usage over the first two (2) years of the contract.
NOTES/COMMENTS:			

G. 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:			

H. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Delivery of initial order placed after contract award desired within sixty (60) days after receipt of order.
✓			2. Delivery of all subsequent order(s) desired within thirty (30) days after receipt of order.
✓			3. Quoted deliveries beyond the above-mentioned time frames of sixty (60) and thirty (30) days are an award consideration.
✓			4. Deliveries must be clearly marked with the Purchase Order number.
✓			5. If delays in delivery are anticipated, the awarded bidder(s) will immediately notify CSI of the expected delivery date.
✓			6. The order(s) may be cancelled if the delivery time is unsatisfactory, and CSI may procure item(s) from other sources.

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✓			a. If CSI does order from other sources the awarded bidder(s) will be held responsible for any excess costs.
✓			7. At the time of delivery, a designated CSI employee will sign the "Invoice/Packing Slip".
✓			a. This signature will only indicate that the order has been received and that the items delivered agree with the delivery invoice.
✓			b. This signature does not indicate all items were received in good condition and/or that there is no possible hidden damage.
✓			8. Bidder must specify any delivery limitations that may apply in the "NOTES/COMMENTS" section below.
NOTES/COMMENTS:			

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

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Delivery Location: Cornhusker State Industries 800 Pioneers Blvd. Lincoln, NE 68502
✓			2. Deliveries are to be made between 8:00 A.M. and 2:30 P.M. Monday through Friday except for State and Federally observed Holidays.
✓			3. The Manufacturer's certified test results for each lot of material must be furnished with each shipment of product.
✓			4. Bidder is responsible for identifying any delivery limitations, special conditions or exceptions.
✓			a. Failure of bidder to note any special conditions or exceptions shall be deemed a waiver of any such condition or exception.
✓			5. Anything outside of the specification must have prior approval to deliver.
✓			6. Any delivery limitations, special conditions, or exceptions specified may be an award consideration.
✓			7. The State will be the sole judge in determining the acceptability of any delivery limitations, special conditions, or exceptions.
NOTES/COMMENTS:			

J. PACKAGING

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Coils will be wound to sixteen (16) inch ID, with a forty-five (45) inch OD minimum and sixty (60) inch OD maximum.
✓			2. Pallets/skids shall be packaged and poly-wrapped to insure proper protection against inclement weather and environmental damage.
✓			3. Pallets/skids should allow four (4) inches clearance to accept a 3 ½" pallet jack tine to slip in the pallet for pallet truck off-loadings from truck-trailer to accommodate rear off-loading.
✓			4. Each coil shall be securely banded both around the circumference and through the eye of the coil to prevent telescoping with plastic banding sufficient to assure coil integrity.
✓			5. Coils shall be coiled straight and tight and free of all rough, wavy or damaged edges

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✓			6. Each pallet/skid must be identified with the following information:
✓			a. The packing slip (must include the Purchase Order number and be legible without removing).
✓			b. Purchase Order number (must be referenced on the packing slip, and invoice).
✓			c. Lot number.
✓			d. The coil identification number.
✓			e. Alloy.
✓			f. Gage.
✓			g. Width.
✓			h. Size.
✓			i. Gross weight.
✓			j. Net weight.
✓			7. Unidentified shipments may be rejected.
✓			8. Allowable shipping weight tolerance of \pm ten percent (10%).
NOTES/COMMENTS:			

K. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Orders will be placed either by, phone, e-mail or Internet (if available and not to the exclusion of the other methods).
✓			2. Orders will be placed in full truckload amounts of approximately 40,000 pounds.
✓			3. All orders must reference a purchase order number.
✓			4. The purchase order number must be referenced on the packing slip, and invoice.
NOTES/COMMENTS:			

L. INVOICING

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The Purchase Order number must be referenced on the invoice.
✓			2. Invoices are to be sent to the "Invoice to" / "Billing Address on the Purchase Order.
✓			3. Billing Address: NE Department of Correctional Services Attn: Accounts Payable P.O. Box 94661

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			Lincoln, NE 68509-4661 Email: DCS.AccountsPayable@nebraska.gov Phone: 402-479-5701
NOTES/COMMENTS:			

M. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. A guarantee of satisfactory performance of the License Plate Aluminum , performance of the supplier, and the supplier meeting delivery dates are all considered to be an integral part of the purchase contract resulting from this bid.
✓			2. License Plate Aluminum must be first-quality, free of damage and/or defects, and be consistent through term of the contract.
✓			3. The awarded bidder shall guarantee that the License Plate Aluminum furnished meets the design specifications and quality requirements of this bid.
✓			4. The awarded Bidder shall, for the duration of the contract, maintain a product quality equal to the sample provided by the Bidder, the ITB specifications, and approved by NDCS, CSI prior to award.
✓			5. The State reserves the right to accept only License Plate Aluminum deemed to meet specifications.
✓			6. Any deliveries over the duration of the contract may be rejected if the License Plate Aluminum fails to meet the design specification and quality in accordance with the specifications.
✓			7. The Bidder will not be compensated for rejected License Plate Aluminum nor will the roll(s) count toward the required quantity.
✓			8. Rejected License Plate Aluminum shall be replaced by the awarded Bidder within thirty (30) calendar days after notification of the rejection at no cost to the State.
NOTES/COMMENTS:			

N. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The Contractor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. 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

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			and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
NOTES/COMMENTS:			

O. SAMPLES

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Samples of License Plate Aluminum , in accordance with the specifications of material and construction, and utilizing materials and features as bid, may be required prior to award, shall be provided at no cost to the State and will not be returned to the bidder upon completion of testing conducted by CSI.
✓			2. Bidders shall have fifteen (15) business days to provide License Plate Aluminum sample(s) upon written request from the State.
✓			3. Samples of License Plate Aluminum requested by the State, ordered and delivered, may be tested at any time during the duration of the contract.
✓			4. License Plate Aluminum Samples that do not meet specifications and/or fail any of the protocols/tests as outlined below may result in bids being rejected and/or constitute a breach of the contract.
✓			5. Upon written request from the State, License Plate Aluminum sample(s) shall be shipped to: Cornhusker State Industries Attn: Purchasing 800 Pioneers Blvd. Lincoln, NE 68502
✓			6. Receiving hours are between 8:00 A.M. and 2:30 P.M. Monday thru Friday excluding State and Federally observed holidays and/or as otherwise directed.
✓			7. All License Plate Aluminum samples must be delivered according to full specifications.
✓			8. License Plate Aluminum Samples will consist of one (1) continuous roll/strip of License Plate Aluminum matching bid specifications.
✓			9. Samples of the twelve (12) inch License Plate Aluminum are to weigh a minimum of one hundred (100) pounds.
✓			10. Samples of the seven (7) inch License Plate Aluminum are to weigh a minimum of fifty (50) pounds.
			11. License Plate Aluminum Samples shall be properly labeled with:
✓			a. The name and address of the Manufacturer.
✓			b. The lot number.
✓			c. Alloy.
✓			d. Gauge strength.
✓			e. Any other characteristics that benefit testing and analysis.

NOTES/COMMENTS:

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P. PERFORMANCE TESTING

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The limits shown in the ITB specifications include all testing tolerances provided by industry standard test methods.
✓			2. License Plate Aluminum Samples shall be processed through the blanking line to confirm proper adhesion of the sheeting and successful blanking performance to determine desired results are achieved.
✓			3. License Plate Aluminum Samples may be evaluated through testing conducted by an independent lab to determine if samples provided meet design specifications and quality in accordance with specifications.
✓			4. In case of dispute, the State's test results shall prevail.

NOTES/COMMENTS:

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