



Science.
Applied to Life.™

State of Nebraska

3M Company Response

Retroreflective Sheeting for
Validation Stickers

Solicitation Number 6807 OF REBID

Original

October 26, 2023

State of Nebraska - INVITATION TO BID CONTRACT

Date	9-28-23	Page	1 of 1
Solicitation Number	6807 OF REBID		
Opening Date and Time	10-26-23	2:00 pm	
Buyer	BRENDA SENSIBAUGH (AS)		

DESTINATION OF GOODS
AS MATERIEL- STATE PURCHASING
 1526 K ST STE 130
 LINCOLN NE 68508-2732

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 1TB.

____ 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 Ret r fle.fJJv7 c\$ eeting for Validation Stickers to the State of Nebraska as per the attached specifications for a five f5t yee, f p & notlrrrfna le 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 8/7/23)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SHEETING, RETROREFLECTIVE 10.5 Sheeting, retroreflective, 10.5 x 15.75", white and colors (3M scotchlite 5470 sheeting or equivalent)	450,000.0000	SH	<u>\$2.75</u>	<u>\$1,237,500.00</u>
2	SHEETING, RETROREFLECTIVE 8.25 Sheeting, restoreflective, 8.25" x 10.5", white and colors (3M scotchlite 5470 sheeting or equivalent)	5,000.0000	SH	<u>51.56</u>	<u>\$7,800.00</u>
3	MISC FORMS AND STICKERS NON-CORE	500,000.0000	\$	_____	_____

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 30-45 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)

A.A., vy; u. ra .{

Enter Contact Information Below

VENDOR# 501869
VENDOR: 3M Company
Address: 3M Center, Building 223-35-33, St Paul, MN 55144

Contact Catherine zaske
Telephone 651-467-3795
Email cdzaske@mmm.com

**RETROREFLECTIVE SHEETING FOR VALIDATION STICKERS
STATE OF NEBRASKA/CORNHUSKER STATE INDUSTRIES
INVITATION TO BID
6807 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 6807 OF for the purpose of selecting a qualified Bidder to provide **Retroreflective Sheeting for Validation Stickers**. A more detailed description can be found in Sections 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.**

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, bid, or response to this ITB for any purpose, and to authorize others to use the documents. Any individual or entity Awarded a contract, or who submits a bid 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.

**INVITATION TO BID
6807 OF**

TABLE OF CONTENTS

TABLE OF CONTENTS	ii
GLOSSARY OF TERMS	iv
ACRONYM LIST	viii
I. PROCUREMENT PROCEDURE	1
A. GENERAL INFORMATION	1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS	1
C. SCHEDULE OF EVENTS	1
D. WRITTEN QUESTIONS AND ANSWERS	2
E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)	2
F. ETHICS IN PUBLIC CONTRACTING	2
G. DEVIATIONS FROM THE ITB	3
H. SUBMISSION OF BIDS	3
I. BID PREPARATION COSTS	4
J. FAILURE TO COMPLY WITH ITB	4
K. BID CORRECTIONS	4
L. LATE BIDS.....	4
M. BID OPENING	4
N. ITBITB REQUIREMENTS	4
O. EVALUATION OF BIDS	4
P. BEST AND FINAL OFFER	5
Q. REFERENCE AND CREDIT CHECKS	5
R. AWARD.....	5
S. SPECIFICATIONS	6
T. SAMPLES	6
U. CORE LIST AND CATALOG/NON-CORE	6
V. ALTERNATE/EQUIVALENT BIDS	7
W. "LUMP SUM" OR "ALL OR NONE" BIDS	7
X. EMAIL SUBMISSIONS.....	7
Y. BID TABULATIONS	7
Z. REJECTION OF BIDS.....	7
AA. RESIDENT BIDDER	7
II. TERMS AND CONDITIONS	8
A. GENERAL	8
B. NOTIFICATION	8
C. PCO REPRESENTATIVE	8
D. GOVERNING LAW (Statutory).....	9
E. AMENDMENT	9
F. SUBSTITUTIONS.....	9
G. VENDOR PERFORMANCE REPORT(S)	9
H. NOTICE OF POTENTIAL BIDDER BREACH	9
I. BREACH	10
J. NON-WAIVER OF BREACH	10
K. SEVERABILITY	10
L. INDEMNIFICATION.....	10
M. ATTORNEY'S FEES	11
N. ASSIGNMENT, SALE, OR MERGER	11
O. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE	11
P. FORCE MAJEURE	12
Q. CONFIDENTIALITY.....	12
R. EARLY TERMINATION.....	12
III. BIDDER DUTIES	14
A. INDEPENDENT BIDDER / OBLIGATIONS	14
B. EMPLOYEE WORK ELIGIBILITY STATUS	14
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)	15

**INVITATION TO BID
6807 OF**

D.	COOPERATION WITH OTHER BIDDERS	15
E.	DISCOUNTS	15
F.	PRICES.....	15
G.	COST CLARIFICATION	15
H.	PERMITS, REGULATIONS, LAWS.....	15
I.	NOTICE OF POTENTIAL BIDDER BREACH	16
J.	ANTITRUST	16
K.	CONFLICT OF INTEREST.....	16
L.	ADVERTISING.....	16
M.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)	17
N.	DISASTER RECOVERY/BACK UP PLAN	17
O.	DRUG POLICY	17
P.	WARRANTY.....	17
IV.	PAYMENT	18
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)	18
B.	TAXES (Statutory).....	18
C.	INVOICES	18
D.	PAYMENT (Statutory)	18
E.	LATE PAYMENT (Statutory)	18
F.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory).....	18
G.	RIGHT TO AUDIT (First Paragraph is Statutory).....	18
V.	SCOPE OF WORK	20
A.	SCOPE.....	20
VI.	TECHNICAL SPECIFICATIONS	21
A.	BIDDER INSTRUCTIONS	21
B.	NON-COMPLIANCE STATEMENT.....	21
C.	MATERIAL SHEETING SPECIFICATIONS	21
D.	ACCEPTABLE BRANDS	22
E.	LINER 23	
F.	INK, CLEAR COAT, AND THINNER.....	23
G.	ANNUAL USAGE, ESTIMATED.....	24
H.	USAGE REPORT	25
I.	DELIVERY ARO.....	25
J.	DELIVERY LOCATIONS / INSTRUCTIONS (BIDDER AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS).....	25
K.	PACKAGING.....	26
L.	ORDERS.....	26
M.	QUALITY.....	26
N.	GRAY MARKET PRODUCTS PROHIBITION	27
O.	AUTHORIZED DEALER & WARRANTY	27
P.	WARRANTY.....	27
Q.	SAMPLES	28
R.	PERFORMANCE TESTING.....	28
S.	TRAINING/TECHNICAL SUPPORT.....	29

**INVITATION TO BID
6807 OF**

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

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

Bidder: A contractor or vendor 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 bidder 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

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

INVITATION TO BID 6807 OF

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 (2) 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

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

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 response in connection with the award in question, to AS Materiel Division or another designated Agency with the intention of achieving a remedial result

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the solicitation, or contract are completed

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

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

Mandatory: 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

INVITATION TO BID 6807 OF

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

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

Point of Contact : 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

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

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

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

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

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"

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

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 Period"

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

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

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

INVITATION TO BID 6807 OF

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

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 subcontractors 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.

Will: See "Mandatory"

**INVITATION TO BID
6807 OF**

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

DMV – Department of Motor Vehicles

FOB – Free on Board

ITB – Invitation to Bid

NDOT – Nebraska Department of Transportation

NIGP – National Institute for Governmental Purchasing

PA – Participating Addendum

PCO – Procurement Contracts Officer

PFC – Payroll and Financial Center

POC – Point of Contact

RFI – Request for Information

SPB – State Purchasing Bureau

**INVITATION TO BID
6807 OF**

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit bids from qualified Bidders who will be responsible for providing **Retroreflective Sheeting for Validation Stickers** at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Bid instructions, and Cost 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 #: 6807 OF
Name: Clinton Paul/Brenda Sensibaugh, PCO'S
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@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 evaluator 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:	October 2, 2023
2.	Last day to submit written questions: Upload written questions for 6807 OF electronically via ShareFile to: https://nebraska.sharefile.com/r-r6b5142ee776b4af09d4958b72753b67d	October 12, 2023
3.	State responds to written questions through an Addendum to be posted to the Internet at: https://das.nebraska.gov/materiel/bidopps.html#	October 17, 2023

**INVITATION TO BID
6807 OF**

ACTIVITY	DATE/TIME
<p>4. Electronic Bid Opening via Zoom (It is the bidder's responsibility to make sure they are able to join the zoom meeting prior to the meeting.):</p> <p>Upload electronic Bid submissions for 6807 OF via ShareFile to:</p> <p>https://nebraska.sharefile.com/r-r90f7d937cbda4e15bc1e939ea4d66ade</p> <p>Zoom Meeting Information:</p> <p>https://us02web.zoom.us/j/2629176739?pwd=NkhobXNpOU94UmFmTG1wYmJgTXhpUT09</p> <p>Meeting ID: 262 917 6739 Passcode: 5VwBuR Zoom</p>	<p>October 26, 2023 2:00 PM Central Time</p>

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 6807 OF; **Retroreflective Sheeting for Validation Stickers** 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-r6b5142ee776b4af09d4958b72753b67d>

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; and/or,
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.

INVITATION TO BID 6807 OF

G. DEVIATIONS FROM THE ITB

The requirements contained in the solicitation (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-r90f7d937cbda4e15bc1e939ea4d66ade>
- b.
- c. **Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible, but Microsoft Edge is not.**
- d. **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.**
- e. The Bidder is solely responsible for any variance between the copies submitted.
- f. 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:
 - **6807 OF REBID RETROREFLECTIVE SHEETING FOR VALIDATION STICKERS <<NAME OF BIDDER>> Bid.**
- e. If the bidder submits the bid/bid documents as separate files, please use the following naming convention(s):
 - **6807 OF REBID RETROREFLECTIVE SHEETING FOR VALIDATION STICKERS <<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:
 - **6807 OF REBID RETROREFLECTIVE SHEETING FOR VALIDATION STICKERS <<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>

INVITATION TO BID 6807 OF

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

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

M. BID OPENING

Anyone may attend the opening. It is considered a public opening. The PCO will read the names of the respondents. Depending upon the complexity of the bid for goods, the PCO 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. ITBITB 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 manner or by DocuSign;
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI; and,
4. Completed ITB Form 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 , 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 , 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

INVITATION TO BID 6807 OF

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 BAFOs are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria) and ranked. The State reserves the right to conduct more than one (1) 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>

INVITATION TO BID 6807 OF

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 LIST AND CATALOG/NON-CORE

1. The State of Nebraska intends to enter into a Contract(s) for state agencies and/or facilities. The contract(s) will be for a list 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".
3. The "Core Items" are identified the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the "Core Items" based on usage.
4. "Catalog/Non-Core Items" are defined as those additional items available from the Bidder not listed as "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.**
5. All items not included as "Core Items" shall be considered "Catalog/Non-Core Items".
6. At the request of the SPB, the contractor 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).
7. Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum.
8. A manufacturer's model/number has been provided for each item, if requested.
9. 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 was proposed. Bidder must complete the ITB. **Pay special attention to the unit of measure.**
10. 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 the items shall remain firm for the duration of the contract period. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the SPB upon request.
11. The pricing structure, consisting of all pricing formulas and pertinent information, for all "Non-Core Items" must be clearly defined and documented for future auditing purposes.
12. The percentage discount rate for "Catalog/Non-Core Items" or categories will not decrease during the life of the contract.
13. A firm percentage rate must be quoted by item or category, but a percentage range will not be considered by item or category.

**INVITATION TO BID
6807 OF**

14. "Catalog/Non-Core Item" Categories have been identified as follows:
 - a. **Miscellaneous Forms and Stickers** (excluding "Core Items")
15. After award of the contract(s), the Bidder shall supply additional copies of the current catalog or price list used for this bid for distribution to any requesting State Agency at no charge, within ten (10) business days of request.
16. Additional catalogs and/or price lists may be required and shall be provided without charge.
17. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request and without charge.
18. Bidder will not substitute any "Core Item(s)" that have been awarded without prior written approval of SPB.

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.

**INVITATION TO BID
6807 OF**

II. TERMS AND CONDITIONS

Bidders should complete Sections 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 Addenda 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; or,
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:
		3M	3M Company requests order of precedence be modified to: 1) Amendments to the executed Contract with the most recent amendment having the highest priority, 2) Executed Contract and any attached Addenda, 3) Bidder's submitted Bid, 4) Amendments to ITB and any QA, 5) Original ITB document and any Addenda.

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 bid and any Questions and Answers, 4) the original bid 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:
3M			

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

**INVITATION TO BID
6807 OF**

of the PCO's Representative authority and responsibilities. If a PCO 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:
3M			

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:
3M			

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. The 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:

**INVITATION TO BID
6807 OF**

3M			
----	--	--	--

If the 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:
		3M	3M Company requests the 2nd paragraph be deleted and replaced with: "With respect to any breach reasonably capable of being cured, if Bidder demonstrates diligent cure efforts during the initial thirty (30) calendar days, Bidder and State will develop a mutually agreeable plan to correct breach which may extend beyond the initial thirty (30) calendar days." Continued on attached Sections II through VI Supplemental Page.

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:
3M			

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:
3M			

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:

**INVITATION TO BID
6807 OF**

	3M	3M Company kindly requests that "third party claims" be inserted in 1. GENERAL, second sentence, between "any and all" and "claims". Continued on attached Sections II through VI Supplemental Page.
--	----	---

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:
3M			

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:
3M			

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:
	3M		

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.

**INVITATION TO BID
6807 OF**

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:
3M			

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:
3M			

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:
3M			

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;

**INVITATION TO BID
6807 OF**

- 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.

**INVITATION TO BID
6807 OF**

III. BIDDER DUTIES

A. INDEPENDENT BIDDER / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative (Initial)	NOTES/COMMENTS:
3M			

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 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 solicitation response.

**INVITATION TO BID
6807 OF**

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:
3M			

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**, FOB Destination named in the solicitation. **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 eighty (180) days of the contract award.

Any request for a price increase subsequent to the first one hundred eighty (180) days must be submitted in writing to SPB a minimum of thirty (30) days prior to proposed effective date of increase. SPB has 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. These documents include, but are not limited to, invoices for physical components of contracted item(s), Mill/Manufacturer Increase letters, etc. Further documentation may be required by the State to justify the increase.
3M would like to support increase requests by referencing Bureau of Labor Statistics Indices such as CPI or PPI.

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 SPB 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

**INVITATION TO BID
6807 OF**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
3M			

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:
3M			

If the 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:
		3M	3M Company requests the following alternate language: "The Contractor will directly or indirectly manage overcharge items, exercising control and oversight related to antitrust violations in connection with this contract, which arise under U.S. and Nebraska State antitrust laws."

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:
3M*			*3M Company (3M) is a global, publicly traded company with annual sales in 2022 of approximately \$34.2B and over 92,000 employees worldwide. Due to size of our operations, 3M cannot state with certainty whether any potential conflicts may exist. However, 3M is unaware of any conflict of interest and will not knowingly take any action or knowingly acquire any interest, directly or indirectly, which will conflict with or create an appearance of a conflict of interest in the performance of this contract.

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:

**INVITATION TO BID
6807 OF**

3M			
----	--	--	--

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) 3M accepts

The 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:
3M			

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:
3M			

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.

P. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
		3M	3M Company requests the sentence after the first complete sentence be replaced with, "3M Company provides its standard warranty for material provided under this Contract. The warranty details are contained in the product bulletins which accompany this bid response."

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.

**INVITATION TO BID
6807 OF**

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 awarded Bidder to the address below with sufficient detail to support payment.

Submit invoices to:

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

Email: dcs.accountspayable@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. The 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.

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

**INVITATION TO BID
6807 OF**

3			
---	--	--	--

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.

**INVITATION TO BID
6807 OF**

V. SCOPE OF WORK

The Bidder must provide the following information in response to this solicitation.

A. SCOPE

It is the intent of this bid invitation to establish a contract to supply **Retroreflective Sheeting for Validation Stickers** for use on license plates in a Correctional setting per the attached specifications from date of award for a period of Two (2) 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 of Nebraska.

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 **Retroreflective Sheeting for Validation Stickers** 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.

**INVITATION TO BID
6807 OF**

			verification of authenticity and shall not interfere with the appearance and legibility of decals												
3M			5. Pre-coated pressure-sensitive adhesive shall form a durable vandal resistant bond too clean, dry, properly painted or reflective sheeting license plate surfaces for the five (5) year life of the plate or decal issue, and shall permit application to license plate surfaces down to -10° F. (-23°C)												
3M			6. The adhesive shall not exude from edges or other areas of the sheeting when processed into finished stickers so as to cause stacked pieces to stick together during shearing, perforation, cutting, printing handling, or while packaged in shipment and distribution or storage.												
3M			7. The sheeting must contain a security feature so that removal of the sheeting (validation sticker), once applied to a license plate, will cause irreparable damage to the decal												
3M			8. The sheeting shall be in colors requested and must be similar in daytime color and retroreflective nighttime color. Price bid must be for either silver (white) or colored sheeting. Please list colors available in both daytime and retroreflective night time color. <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">White (5470)</td> <td style="width: 50%; border-bottom: 1px solid black;">Blue (5476)</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Yellow (5471)</td> <td style="border-bottom: 1px solid black;">Green (5477)</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Red (5472)</td> <td style="border-bottom: 1px solid black;">Magenta (5478)</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Gold (5473)</td> <td style="border-bottom: 1px solid black;">Lemon-Yellow (5479)</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Orange (5474)</td> <td></td> </tr> <tr> <td>Yellow-Green (5475)</td> <td></td> </tr> </table>	White (5470)	Blue (5476)	Yellow (5471)	Green (5477)	Red (5472)	Magenta (5478)	Gold (5473)	Lemon-Yellow (5479)	Orange (5474)		Yellow-Green (5475)	
White (5470)	Blue (5476)														
Yellow (5471)	Green (5477)														
Red (5472)	Magenta (5478)														
Gold (5473)	Lemon-Yellow (5479)														
Orange (5474)															
Yellow-Green (5475)															
3M			9. The quantity and color or colors of sheeting will be determined yearly. Color is subject to change and will be determined by the NDMV.												
3M			10. Bidder must have capability for a required color change with forty five (45) day written notice												
3M			11. Retroreflective sheeting shall be compatible with all procedures and equipment used to manufacturer/produce license plate validation stickers. The State of Nebraska utilizes a Heidelberg GTO, Heidelberg Printmaster, or Ryobi 3200 offset printer and a Prism high speed cutter. Drying is done by placing the stickers on a drying cart.												
3M			12. Finished stickers that have been applied in accordance with recommendation of the reflective sheeting supplier/manufacturer, shall be readily cleansed of normal dirt accumulation by washing with water and mild detergent. The surface shall be sufficiently solvent resistant to permit cleaning with solvents such as VM&P naphtha, mineral spirits, turpentine or other solvents commonly used on vehicle finishes. Rinsed and dried, the surface shall show no appreciable change following cleaning when compared visually to a new, clean sticker surface												
3M			13. The retroreflective sheeting shall be free from ragged edges, crack and blisters. The sheeting shall be furnished in sheets 8.5" x 11" with tolerances of -0 = 1/16" (1.6 mm) in length and width.												
3M			14. The distance between diagonal corners of each sheet shall be equal, with a tolerance of ± 1/32" (0.79 mm) for all diagonals up to twenty four (24)" (61cm) in length. In addition, the difference between the lengths of the opposite edges of each sheet shall be not more than 1/16" (1.59 mm)												
3M			15. The bidder shall be responsible for replacement of all defective materials delivered to the State. State to assess damage and reimbursement. Amount will be in dollars and /or materials equal to the assessed damage. The State will not be responsible for any expedited shipping costs to replace defective materials.												
NOTES/COMMENTS:															

D. ACCEPTABLE BRANDS

YES	NO	NO & PROVIDE ALTERNATIVE	
3M			1. 8.5" x 11" Reflective sheeting – 3M Scotchlite If bidding an equivalent please State "NOTES/COMMENTS" section below. <small>3M™ Valid Series 5470</small>

A3V9RZZ
2023-10-24 21:13:23

3M™ Validation Security Sheeting with Ensure™ Image – Series 5470

**INVITATION TO BID
6807 OF**

3M			<p>2. Bidder must be an authorized supplier of the manufacturer to sell the retroreflective sheeting proposed. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the State within three (3) days of request.</p>
<p>NOTES/COMMENTS:</p>			

E. LINER

YES	NO	NO & PROVIDE ALTERNATIVE	
3M			<p>1. The protective liner attached to the adhesive shall be consistent in thickness within and from sheet to sheet</p>
3M			<p>2. Liner shall be removable by peeling without soaking in water or other solvents.</p>
3M			<p>3. Liner shall be easily removed after storage for four (4) hours at 150° F. (66° C) under a weight of 2.5 pounds per square inch.</p>
3M			<p>4. The protective liner shall be eighty (80) lbs., or less, basic weight paper.</p>
3M			<p>5. The total thickness of the sheeting, adhesive, and liner shall not exceed 0.012" (0.305mm).</p> <p>Specify your liner basis weight: <u>74</u> lbs. <u>0.0048</u> thickness</p>
3M			<p>6. Scoring of the liner shall be:</p>
3M			<p>a. Scored completely through in such a manner as to facilitate separation of the liner from the adhesive backing.</p>
3M			<p>b. Of a pattern designed for easy removal.</p>
3M			<p>c. From the left edge, the score to be 27/32".</p>
3M			<p>d. The remainder 1 9/16" apart for a total of ten (10) scores.</p>
3M			<p>e. Parallel to the 11" dimension.</p>
3M			<p>f. The scoring shall not penetrate the adhesive backing to the extent that production or use of the validation stickers is impaired in any manner.</p>
3M			<p>7. For 8.5" x 11" = back scored with a pattern designed for easy removal with first score at 1 1/8" from edge and every two (2) inches apart for a total of four (4) scores.</p>
3M			<p>8. The liner and scoring shall be pliable enough to negotiate the curve of the offset press (Heidelberg GTO, Heidelberg Printmaster, or Ryobi 3200) cylinder without tearing loose from the sheeting</p>
<p>NOTES/COMMENTS:</p>			

F. INK, CLEAR COAT, AND THINNER

YES	NO	NO & PROVIDE ALTERNATIVE	
3M			<p>1. All necessary ink, clear coat and thinner shall be included in the price of the sheeting.</p>

**INVITATION TO BID
6807 OF**

3M			<p>2. Ink shall not exceed a five (5) lb. maximum container.</p> <p>Specify size of package being bid:</p> <p><u>2.2 lb.</u></p>
3M			<p>3. Thinner shall be packaged in a maximum of one (1) gallon containers.</p>
3M			<p>4. Color(s) of ink will be determined yearly. Color is subject to change and will be determined by the 14672. Bidder will be notified as soon as a decision on color is decided.</p>
3M			<p>5. Finished decals including surface printed colorants shall remain clear and durable and shall provide a compatible surface for direct application of five (5) additional annual validation decals of the same material.</p>
3M			<p>6. Decals and their print shall remain durable when exposed to outside elements for a minimum of five (5) years</p>
3M			<p>7. Minimum dry thickness of .0004 inches (.4 mil) should be obtained</p>
3M		3M - Bid is for 5470ER validation sheeting, not sign sheeting.	<p>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.</p>
		3M - Bid is for 5470ER validation sheeting, not sign sheeting.	<p>9. Slip sheet paper, for use in packaging, storing, be furnished in rolls by the manufacturer at n equal sq. footage and in the same widths as</p>
		3M - Bid is for 5470ER validation sheeting, not sign sheeting.	<p>10. A washer to protect the sign surface from dam shall be furnished by the manufacturer at no</p>
NOTES/COMMENTS:			<p>A3V9RZZ 2023-10-24 18:39:45 in at least the sheeting supplied ----- 3M - Bid is for 5470ER thinners validation sheeting, not sign sheeting.</p>

G. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
3M			<p>1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Bidder shall not impose minimum order requirements.</p>
3M			<p>2. Bidder shall not impose minimum order requirements.</p>
3M			<p>3. Estimated Annual usage for Sheeting, retroreflective, 10.5 x 15.75", white and colors will be 60,000 sheets</p>
3M			<p>4. Estimated Annual usage for Sheeting, retroreflective, 8.25 " x 10.5", white and colors will be 500 sheets.</p>
NOTES/COMMENTS:			

**INVITATION TO BID
6807 OF**

H. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
		3M Sales and reporting for State Agencies only. 3M does not agree to sales to political subs.	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:
3M			a. Agency/political subdivision name.
3M			b. Item name.
3M			c. Item number.
3M			d. Dollar amount.
3M			e. Fill rate information for Core List and Catalog/Non-Core items.
3M			f. Number of orders received
3M			g. Orders processed
3M			h. Back orders
3M			i. Partially filled orders
		3M agrees to work to accommodate any reporting request	j. Any additional report the SPB may deem necessary.
<p>that does not include requests for 3M proprietary information.</p> <p>NOTES/COMMENTS:</p>			

I. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
		3M	1. Delivery desired within thirty (30) days ARO(s). At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.
<p>NOTES/COMMENTS: Shipping will be within 30-45 days ARO.</p>			

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

YES	NO	NO & PROVIDE ALTERNATIVE	
	3M		1. Delivery is required to be within thirty (30) days ARO. If order will not arrive in that time frame an email acknowledgement will be provided with delivery dates to CSI.
3M			2. Delivery Location: Cornhusker State Industries 800 Pioneers Blvd.

**INVITATION TO BID
6807 OF**

			Lincoln, NE 68502 DCS.AccountsPayable@nebraska.gov
3M			3. Deliveries are to be made between 8:00 am and 2:30 pm Monday through Friday except for State and Federally observed holidays or as otherwise directed.
NOTES/COMMENTS: Shipping will be within 30-45 days ARO.			

K. PACKAGING

YES	NO	NO & PROVIDE ALTERNATIVE	
3M			1. Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number. Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.
3M			2. All reflective sheeting shall be packaged in accordance with accepted commercial standards to prevent damage to the sheeting during shipment and storage.
3M			3. The sheets shall be packaged in individual stacks of one hundred fifty (150). The top and bottom of each stack shall be protected with a minimum 0.125" (3.18mm) thick chipboard or similar suitable material. Each individual stack shall be wrapped in polyethylene film or other suitable wrap and packaged in a single layer side-by-side in wooden boxes with sufficient chipboard around and between individual packages to prevent shifting and damage. Maximum 600 sheets per box.
	3M		4. All wooden boxes shall have an exterior label on the side identifying the beginning and ending sheet numbers contained within and shall have a nailed-down wooden top.
3M			5. Wooden boxes shipped on pallets shall be banded and/or stretch wrapped to prevent shifting on the pallet.
3M			6. Wooden boxes shipped on pallets shall be banded and/or stretch wrapped to prevent shifting on the pallet.
3M			7. All packages with damage to retroreflective sheeting will be rejected.
3M			8. The reflective 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: 4. 3M does not include sheet numbers; therefore, the boxes will not be marked with sheet numbers.			

L. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
3M			1. Retroreflective Sheeting for Validation Stickers shall be ordered on an "as needed" basis. Orders will be placed by phone, e-mail or internet (if available). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip and invoice.
3M			2. Bidder is responsible for identifying any order minimums or delivery limitations that may apply. Failure of bidder to note any special conditions or exceptions shall be deemed a waiver of any such condition or exception.
NOTES/COMMENTS:			

M. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
-----	----	--------------------------	--

**INVITATION TO BID
6807 OF**

3M			1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
3M			2. Guarantee of satisfactory performance by the bidder and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation.
3M			3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.

NOTES/COMMENTS:

N. GRAY MARKET PRODUCTS PROHIBITION

YES	NO	NO & PROVIDE ALTERNATIVE	
3M			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:

O. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
3M*			1. To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is 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.
3M**			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: *3M Company is the manufacturer of products proposed for sale in this solicitation. **Proposed products for sale are subject to our standard warranties detailed in our product bulletin.

A3V9RZZ
2023-10-24 18:59:30

*3M Company is the manufacturer of products proposed for sale in this solicitation.
**Proposed products for sale are subject to our standard warranties detailed in our product bulletins which accompany this bid response.

P. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
3M*			1. Bidder warrants for a period of one (1) year that the Products perform according to all specifications in the Bidder's response to the solicitation, (b) the Product is suitable for the primary 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 Bidder'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 Bidder will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Bidder. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Bidder 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 and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**INVITATION TO BID
6807 OF**

NOTES/COMMENTS: *3M Company is the manufacturer of products proposed for sale in this solicitation. Proposed products for sale are subject to our standard warranties detailed in our product bulletins which accompany this bid response.

Q. SAMPLES

YES	NO	NO & PROVIDE ALTERNATIVE	
3M			1. Samples of materials proposed may be required prior to an award. If samples are requested prior to an award, twenty (20) sheets of each color must be submitted for visual examination and available colors review.
3M*			2. Samples are to be provided within ten (10) business days of a written request.
3M			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 bid invitation.
3M			4. Upon a written request from the State, sample(s) shall be shipped to: CSI Attn: Sign Shop 800 Pioneers Blvd Lincoln, NE 68502
3M			5. Receiving hours are between 8:00 A.M. and 2:30 P.M., Monday through Friday (excluding State and Federally holidays and / or as otherwise directed).
3M			6. Samples will be provided at no cost to the State.

NOTES/COMMENTS: *3M agrees to provide samples upon request and will work to provide within 10 days of written request, however we don't guarantee samples will be provided within 10 days.

A3V9RZZ
2023-10-24 19:06:37

R. PERFORMANCE TESTING

YES	NO	NO & PROVIDE ALTERNATIVE	
3M			1. Test samples shall be oriented as specified in manufacturer's instructions.
3M			2. Performance testing samples of retroreflective sheeting, ink and coating in accordance with the specifications utilizing materials and features as bid, may be required prior to award.
3M			3. Performance testing samples of retroreflective 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.
3M*			4. Bidder shall have ten (10) business days to provide twenty (20) sheets each of white and twenty (20) sheets of one color, enough ink and coating upon the State's written request.
3M			5. Performance testing sample of retroreflective sheeting, ink, and coating is to be of material and features as bid.
3M			6. 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.
3M			7. Bids may be rejected based on the quality of performance testing samples provided.
3M			8. Sheeting will be tested on both a Prism high speed ED cutter.

*3M agrees to provide samples upon request and will work to provide within 10 days of written request, however we don't guarantee samples will be provided within 10 days.

sheeting, ink and coating in

**INVITATION TO BID
6807 OF**

3M			9. Sheeting and ink will be evaluated on:
3M			a. Run ability
3M			b. How the ink lays when running solids as well as drying
3M			c. Durability.
3M			d. Compatibility to State of Nebraska equipment.
3M			10. After performance testing, completed validation stickers will be reviewed for approval by both CSI and the DMV.

NOTES/COMMENTS:

*3M agrees to provide samples upon request and will work to provide within 10 days of written request, however we don't guarantee samples will be provided within 10 days.

S. TRAINING/TECHNICAL SUPPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
3M			1. The retroreflective sheeting manufacturer shall without additional cost, provide the validation sticker manufacturing shop with competent technical service and product information until shop operating personal are able to manufacturer quality license plate validation stickers in keeping with the State's requirements and the manufacturer's recommendations. A listing of the technical service personnel and their qualifications shall be provided with the bid.
3M			2. In the event production difficulties are experienced with the successful bidder's equipment or materials, the sheeting manufacturer shall provide toll-free call-in consultation
3M			3. Technical service shall be furnished by the sheeting manufacturer at no additional cost until such time as difficulties are resolved
		3M	4. On-site technical service shall be available within forty eight (48) hours of notification by the State's manufacturing site or the Department of Motor Vehicles.

NOTES/COMMENTS:

1. Please see attached resume for technical service personnel.

4. 3M will endeavor to provide on-site technical service if telephone support is deemed unsuccessful.

SECTIONS II THROUGH VI SUPPLEMENTAL PAGE

II. TERMS AND CONDITIONS

I. BREACH

Accept (Initial)	Reject (Initial)	Reject and Provide Alternate Response (Initial)	Notes/Comments:
		3M	<p>3M Company (3M) requests the following language be added to this section:</p> <p>3M WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, OR 6807 of rebid CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS) IN ANY WAY RELATED TO GOODS, SERVICES, AN ORDER, OR ITS TERMINATION, REGARDLESS OF THE legal OR EQUITABLE THEORY ON WHICH THE DAMAGES ARE SOUGHT.</p>

L. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject and Provide Alternate Response (Initial)	Notes/Comments:
		3M	<p>Additionally, 3M seeks to include at the end of 1. GENERAL paragraph the following, "3M's liability for any and all claims brought under this contract shall be strictly limited to a cap on any and all claims, not to exceed damages for limited to the amount paid under the Contract during the term of the Contract, regardless of legal or equitable theory giving rise to such claim."</p>

Technical Service Table

3M has a dedicated 3M Contact Center of Excellence (CCE) to which all technical service calls are directed. The CCE is responsible for seeing that all issues are handled consistently, escalated appropriately, and tracked thoroughly. All calls and responses are available for review. This process allows continual refinement of our products and customer service capability.

The standard process to report a problem starts with a customer call to the 3M CCE. The 3M CCE is designed to be a central focal point and repository for all customer contact and problem resolution. If a problem or question cannot be resolved at that level, the 3M CCE staff has direct access to the necessary resources to solve the problem. This team is responsible for managing concerns/issues effectively and in a timely fashion. To reach the 3M CCE, Nebraska DMV or Cornhusker State Industries personnel can report issues to 1-877-777-3571 and follow the prompts.

3M defines standard response times based on a severity from 1 to 4, with Severity 1 being the most critical (i.e., production down) and Severity 4 being the least (i.e., system is functional with minor impact). Our response time for a Severity 1 is one hour for an initial response. For a Severity 4, the standard response time is two business days. Our standards ensure all issues are handled consistently, escalated appropriately, and tracked so that all calls and responses are available for root cause and trend analysis and review.

Below is the detailed Technical Support Response Plan:

Steps to Resolution	Severity 1 Production down	Severity 2-4
Customer contacts 3M	Call 3M Customer Support.	Call 3M Customer Support.
3M contacts customer	Within one hour following initial call to 3M Customer Support.	From four hours to two days following initial call to 3M Customer Support
Analyze problem	3M engineer analyzes the problem and corrects it remotely if possible.	3M engineer analyzes the problem and corrects it remotely if possible.

Steps to Resolution	Severity 1 Production down	Severity 2-4
Send in stock replacement parts	Shipped overnight	Shipped in 2-4 days
Parts need to be ordered and sent	Shipped overnight	Shipped in 2-4 days
Installation of parts	3M provides telephone support to personnel during installation of the spare part(s)	3M provides telephone support to personnel during installation of the spare part(s)
If parts replacement fails – resolution plan	A resolution plan is communicated within one business day of initial call to 3M	A resolution plan is communicated within one business day of initial call to 3M
Software defect verified; workaround	If a workaround is available, it is implemented within one business day of the initial call to 3M	If a workaround is available, it is implemented within one to three business day of the initial call to 3M
Software defect fixed; solution installed	If no workaround is available, a solution is found and installed within two business days of initial call to 3M	If no workaround is available, a solution is found and installed with the next scheduled release
3M engineer travels onsite	In the event that telephone support and remote service is deemed unsuccessful by 3M, 3M support personnel travel to the site within two business days	In the event that telephone support and remote service is deemed unsuccessful by 3M, 3M support personnel travel to the site within three to five business days

Jose Luis Gonzalez Ibarra

Technical Service Specialist

PROFILE

Expert in license plate and validation reflective material for 13 years. Technical Service Specialist for the U.S. and Latin America focusing on internal training, direct sales and marketing support, communication of customer needs, application development, product field evaluations, competitive analysis, and troubleshooting. Expertise includes:

- Mix and mill, adhesive coating, lamination, printing, vapor coating, imaging, and slitting processes
- Scale-up and implementation of new commercial products
- U.S. and global manufacturing plants and customer liaison
- 17 years of manufacturing plant experience
- 8 years of technical customer service
- Adhesive coating operations—solvent based and TDX adhesives for LP
- Green Belt training (DMAICS and DFSS)
- Bilingual in English and Spanish

PROFESSIONAL EXPERIENCE

3M Company, St. Paul, MN

Technical Service Specialist, December 2006 - Present

Achievements:

Has 100% responsibility as a Technical Service Engineer for the License Plate and Validation programs for Latin America. Individual and team nominations in 2010, 2011, and 2012 for the 3M Circle of Technical Excellence and Innovation award. Attended the Advanced Development Leadership Program ADLP II in March 2011.

Responsibilities:

Evaluation of new product materials, product performance and sales/marketing support for U.S. and International Motor Vehicle Safety Systems (MVSS) programs. Addresses quality issues and customer concerns regarding the digital license plate program's materials. Other major responsibilities are: customer feedback resolution (CFRs); change and upgrade license plate product bulletins and specifications; preview new license plate and validation specifications for the U.S. and Latin America bids; report and respond to license plate customer concerns; prepare license plate programs checklists for domestic and international programs.

3M Company, Brownwood, TX

Senior Process Engineer, March 2000 - December 2006

Achievements:

Led two important projects for the Traffic Safety System Division: Wide Web Imager # 2 and Virtual Safety Thread (VST). Lead VST scale-up in August 2004. Developed a new technique to modify the

optics of the old lasers in order to supply the first order of 50,000 square meters of license plate for the Chinese military government. The project will bring \$700,000 in revenue to the TSS Division.

Responsibilities:

Overall responsibility for the imagers, adhesive coating operations, lamination, packaging and printing license plate processes. Innovate and challenge our internal image capabilities. Awarded three Start awards in Q3 2003. Completed six Six Sigma projects from December 2003 to May 2005.

3M Company/Imation, Weatherford, OK

Product Supervisor, November 1998 - February 2000

Achievements:

Led the 3.5" 2MB scale-up programs from zero in January 1999 to 9.5MM diskettes in September 1999. Prepared the 3.5" 2MB Diskette Department Forecast for the year 2000. Generated quality improvements and cost reduction (QICR) programs, saving \$5M per year. Led an aggressive 3.5" 2MB clamshell price reduction for production lines resulting in savings of \$936K per year. Implemented flexible packaging capabilities within the 3.5" 2MB Packaging Department.

Responsibilities:

Managed a budget of \$11.6MM for the 3.5" 2MB, 5 ¼" and 8" Diskette Departments. Supervised and provided appropriate training for a staff of 68 individuals. Promoted diversity of supervisory personnel. Maintained regular and timely communication with marketing department and laboratory, as well as other manufacturing plants. Interacted effectively with plant's internal departments—warehouse, purchasing, engineering, inventory control, production, safety and quality assurance.

3M Company/Imation, Weatherford, OK

Senior Process Engineer, April 1994 - November 1998

Achievements:

Improved PPM defects from 4,500 to 3,500 in Q3 1998 by implementing product conformance audit for the Super Disk Production Area, Packaging and Duplication. Managed the knurl roll inventory for the media coating Department, which is a critical phase of the media coating processes used in diskette production. Reduced knurl reworks 42%, saving \$622,487 per year. Increased cookies/square yard, saving \$52,000 per year.

Responsibilities:

Maintained control of all of the Super Disk components and preserved quality assurance. Documented all of the qualifications of new raw materials and noted necessary modifications. Ensured consistent drive component quality and obtained significant cost reduction from supplier. Supervised the contract manufacturing for 2MB clamshells at Lextron and Benelux production facilities in Hong Kong and the People's Republic of China. Reduced clamshell costs by \$0.02 less than previous shell, which resulted in an annual savings of \$2 MM. Increased clamshell production from 5MM to 10 MM per month from Q4 1993 to Q4 1994 in Mexico.

3M Company, St. Paul, MN

Advanced Product Engineer, April 1989 - April 1994

Achievements:

Achieved a production record from 11MM Q4 1989 to 20 MM Q4 1990 while boosting certification yields from 54% to 74%. Productivity also rose by 46% in the same period of time.

Responsibilities:

Provided technical engineering support to scale-up 2MB clamshells in Edumex from 2MM to 5MM per month for Q4 1993. Implemented yield improvement programs for each clamshell assembly process. Guided the development of the 4MB diskette from its initial development stages in the Weatherford plant.

EDUCATION

Bachelor of Arts, Mechanical Engineering, University of Minnesota, Minneapolis, Minnesota
Bachelor of Science, Chemical Engineering Administration, Monterrey Institute of Technology,
Monterrey, Mexico

Transportation Safety Division

3M™ Validation Security Sheeting Series 5470 with Ensure™ Image for Use on Multi-Year License Plates

Product Bulletin 5470
August 2021

Replaces Product Bulletin 5470 Dated October 2018

1 Description

3M Validation Security Sheeting Series 5470 with Ensure Image (“**Sheeting**”) is designed and manufactured for use in the fabrication of reflective validation stickers containing integral security marks, to be applied to multi-layer license and reciprocity plates with smooth surfaces. Sheeting is backed with a layer of pressure sensitive adhesive that is protected by a removable paper liner which may be “scallop” scored for easy removal.

Sheeting is available in the ten standard colors shown in Table 1 in Section 3.1. The day and night color appearances of the Sheeting are similar and it will remain highly reflective when viewed at wide entrance angles. Sheeting may be press printed with transparent and opaque colors to produce various color and design combinations on finished validation stickers.

The Sheeting contains either “Official Use Only” or Custom Ensure Image directional security marks that are an integral part of the Sheeting and make unauthorized sticker reproduction extremely difficult. These marks are spaced no further than 0.75 inches (1.91 cm) from each other so that a portion of one mark is visible on each 1 x 1.5 inch (2.54 x 3.81 cm) validation stickers. These marks are available in reverse image print (ER) or customized marks, as mutually agreed upon by the purchaser and 3M.

2 3M Ensure Image

Sections 2.1 and 2.2 describe how Ensure directional security marks facilitate effective visual verification of validation sticker authenticity when properly applied to license plates mounted vertically on vehicles.

2.1 Reverse (ER) Image:

- 1 Marks are visible at a viewing position perpendicular to the sticker surface.
- 2 Marks are not visible when viewed at angles greater than 25°, relative to an axis perpendicular to the sticker surface.

2.2 Custom Image:

- 1 Marks are visible to a viewer standing directly in front of a sticker at a distance of 4–8 feet (1.2–2.5 m), which represents an angle of 30°, relative to an axis perpendicular to the face of the plate.
- 2 Marks are not visible to a viewer:
 - a Standing directly in front of the sticker at a distance of either 2 ft (0.6 m) or 20 ft (6.1 m).
 - b Who has moved away from a head-on viewing position sufficiently to form an angle of more than 45°, relative to an axis perpendicular to the sticker surface.

Directional security marks are visible by both diffuse daylight and retroreflected light at night, and they do not alter Sheeting color or reduce Sheeting brightness below the minimum specified levels. Marks do not interfere with appearance or legibility of finished validation stickers.

Ensure directional security marks cannot be removed by chemical or physical means from Sheeting or finished validation stickers, whether applied or unapplied, without causing visible damage to Sheeting.

3 Performance Considerations

The Sheeting has been designed for use in the economical and effective production of reflective validation stickers for use on multi-year license and reciprocity plates. When properly color printed, clear coated, and applied, stickers are durable for the period provided in Section 5.2.

3.1 Retroreflectivity

Minimum average initial retroreflectivity values of the Sheeting are shown in Table 1.

Table 1. Minimum average initial coefficient of retroreflection (cd/lux/m²).

0.2° Observation Angle ^a		
Sheeting Color	Entrance angle ^b	
	-4°	40°
White (5470)	50	15
Yellow (5471)	30	8
Red (5472)	10	3
Gold (5473)	30	10
Orange (5474)	6	2
Yellow-Green (5475)	24	8
Blue (5476)	14	5
Green (5477)	28	8
Magenta (5478)	12	3
Lemon-Yellow (5479)	28	11

- a. Observation Angle - The angle between the illumination axis and the observation axis.
- b. Entrance Angle - The angle between the illumination axis and the retroreflector axis. The retroreflector axis is an axis perpendicular to the retroreflective surface.

All measurements shall be conducted in accordance with ASTM E810, “Standard Test Method for Coefficient of Retroreflection of Retroreflective Sheeting.” The retroreflectivity of the sticker, totally wet by rain, will not be less than 90% of the value listed in Table 1. Wet performance measurements shall be conducted in accordance with ASTM E810.

Contact your 3M Technical Representative for wet performance measurement test set-up.

4 Application

The Sheeting is supplied with a pressure sensitive adhesive that enables easy, vandal-resistant application using finger pressure when applied to properly prepared (smooth, dry, and clean) license and reciprocity plates. The minimum application temperature for applying finished stickers to plates is -10 °F (-23 °C).

Stickers made from Sheeting can be overlaid, however, 3M recommends that no more than three stickers be overlaid per plate. To make sticker removal more difficult, plates should have depressed areas where stickers are to be located. The Sheeting has been designed to be compatible with license plates made from 3M reflective sheetings. Before using Sheeting on any other surface, users should verify proper adhesion performance.

5 Fabrication

Stickers made from Sheeting can be numbered consecutively using consecutive numbering machines. Application instructions may be printed on the protective paper liner before numbering and color processing the face sides.

5.1 Printing

The Sheeting may be imaged using letterpress, offset, or thermal transfer printing methods.

Customers are responsible for determining the suitability and processing requirements of any other printing method, and for validating final print quality. Some printing options may require additional processing of Sheeting before printing to achieve durable, high-quality print.

Contact your 3M Transportation Safety Division representative for further information regarding 3M recommended printing applications.

5.1.1 Letterpress and Offset Printing

Background color fields, state seal reproductions, and state border outlines may be color processed using 3M™ Press Color Printing Inks Plastic Series 200 Letterpress or 3M™ Plastic Series 220 Offset Inks.

Note: Series 200 letterpress inks and the Series 220 offset inks are manufactured in a non-ISO certified manufacturing facility.

5.1.2 Thermal Transfer Printing

For durable, long-lasting print, 3M recommends the use of R300 and R510 thermal transfer ribbons on 3M validation sheeting.

5.2 Clear Coating

Roll Coating - Clear coat all press printed designs and serial numbers with 3M™ Clear Coat 260 for stickers with surface exposure lives of up to 2 years and 3M™ Clear Coat 265 for stickers with surface exposure lives of more than 2 years (such as 5-year “month” stickers). A minimum clear coat dry thickness of 0.0004 inches (0.4 mil) should be obtained.

Note: Carefully read all safety precautions on clear coat labels.

Drying - 3M Clear Coat 260 may be oven dried and 3M Clear Coat 265 must be oven dried. For specific information, refer to [3M Product Bulletin 260](#) and [3M Product Bulletin 265](#). To prevent blocking, clear coats must be completely dry before sheets are stacked or packaged.

6 Cutting

Stickers may be cut from stacks of Sheeting up to 100 sheets thick using a power guillotine, or die cut one sheet at a time.

7 Cleaning

Stickers made from Sheeting should be cleaned either with a soft cloth or brush, using warm water and soap, followed by a clean water rinse, or with a non-abrasive automobile cleaner or polish. Tar, oil, and road film can safely be removed using a cloth moistened with kerosene.

8 Storage

Sheeting should be stored in a cool, dry area and used within one year of date of receipt.

9 Health and Safety Information

Read all health hazard, precautionary, and first aid statements found in the Safety Data Sheets (SDS) and Article Information Sheets for important health, safety, and environmental information. To obtain SDSs and Article Information Sheets for 3M products, go to 3M.com/SDS, contact 3M by mail, or for urgent requests call 1-800-364-3577.

10 Other Product Information

Always confirm that you have the most current version of the applicable product bulletin, information folder, or other product information from 3M's Website at <http://www.3M.com/roadsafety>.

11 Literature References

3M PB 260	3M™ Clear Coat 260 For use on Annual Stickers
3M PB 265	3M™ Coat Clear 265 For use on Multi-Year Stickers
PB 200 and 220	3M™ Scotchlite™ Transparent Printing Ink Series 200 and 220

ASTM Test Methods are available from ASTM International, West Conshohocken, PA.

For Information or Assistance

Call: 1-800-553-1380

In Canada Call:

1-800-3M HELPS (1-800-364-3577)

Internet:

<http://www.3M.com/roadsafety>

3M, Science. Applied to Life., Scotchlite, and Ensure are trademarks of 3M. Used under license in Canada. All other trademarks are the property of their respective owners.

3M assumes no responsibility for any injury, loss, or damage arising out of the use of a product that is not of our manufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined by the manufacturer.

Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to be reliable at the time of this publication, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss, or damage, direct, indirect, special, or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.



Transportation Safety Division
3M Center, Building 0225-04-N-14
St. Paul, MN 55144-1000 USA

Phone 1-800-553-1380
Web 3M.com/roadsafety

Please recycle. Printed in USA © 3M 2021.
All rights reserved. Electronic Only



Clear Coat

260 For use on Annual Stickers

Product Bulletin 260

April 2014

Replaces PB 260 dated August 2005

Description

3M™ Clear Coat 260 is a colorless, transparent surface coating designed to enhance weather and abrasion resistance of annual validation stickers fabricated from 3M™ Validation Security Sheetings and Label Sheetings.

Application

Apply with a coater adapted to coating unmounted paper. For optimum performance, a full glossy coat is recommended with a minimum dry thickness of 0.0004 inches.

Thin as necessary with 3M™ Thinner 270.

Drying – Oven Drying Recommended

One-half hour air dry followed by 15 minutes minimum at 170°F to 200°F.

Heavy clear coat, high humidity, or poor ventilation may increase oven dry time.

To prevent blocking, clear coat must be completely dry before sheets are stacked or packaged.

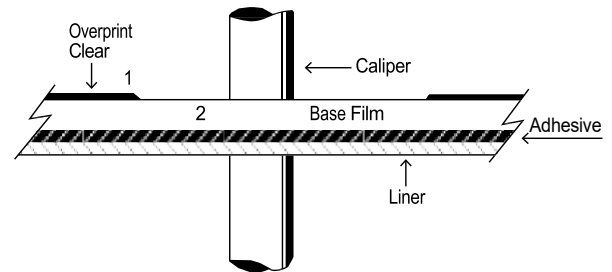
Clear Thickness

In order to obtain the stated durability the clear coat thickness after drying should be .0004 inch to .0005 inch on the processed areas.

Test for thickness as follows using a micrometer, thickness gauge, dial caliper or equivalent.

1. Apply pressure sensitive masking tape across entire length of sheeting in the center. Apply clear coat, remove tape and thoroughly dry.

2. Measure the thickness of clear coat by reading caliper at (1) (below) adjacent to taped area, and then at center area (2) (below) where masking tape was applied to base sheeting. An average of several readings should be recorded for each area.
3. The difference between these two averaged readings will be the dry thickness of the clear coat.



Coverage

Clears will cover approximately 700 to 1000 square feet (37 to 46 square meters) per gallon (3.8 liters).

Health and Safety Information

Read all health hazard, precautionary, and first aid statements found in the Material Safety Data Sheet, and/or product label of chemicals prior to handling or use.

Warning: Apply by machine roll coating only. Do not spray as accumulation of spray residue can cause spontaneous combustion.

FOR INFORMATION OR ASSISTANCE

CALL:

1-877-777-3571

IN CANADA CALL:

1-800-265-1840

Internet:

www.3M.com/mvss

3M assumes no responsibility for any injury, loss or damage arising out of the use of a product that is not of our manufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined by the manufacturer.

Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to be reliable, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct, special or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.

3M is a trademark of 3M. Used under license in Canada.



Traffic Safety and Security Division

3M Center, Building 225-4N-14
P.O. Box 33225
St. Paul, MN 55133-3225
www.3M.com/mvss

3M Canada Company

P.O. Box 5757
London, Ontario N6A 4T1
1-800-3MHELPS

3M México, S.A. de C.V.

Av. Santa Fe No. 55
Col. Santa Fe, Del. Alvaro Obregón
México, D.F. 01210

Please recycle.

© 3M 2014. All rights reserved.



Coat Clear

265

For use on Multi-Year Stickers

Product Bulletin 265

April 2014

Replaces PB 265 October 2005

Description

3M™ Coat Clear 265 is a two-part, clear, colorless, transparent surface coating designed to enhance weather and abrasion resistance of multi-year validation stickers fabricated from 3M™ Validation Security Sheetings and Label Sheeting.

Mixing

Immediately prior to use, add catalyst 265A to 265 clear in the ratio of 3 ounces (85g) catalyst per gallon (3.8 L) of clear. For smaller quantities, maintain this ratio. Mix only the quantity needed, since storage for more than a week of 265 clear to which 265A has been added is NOT recommended.

Application

Apply with a coater adapted to coating unmounted paper. For optimum performance, a full glossy coat is recommended with a minimum dry thickness of 0.0004 inches.

Thin as necessary with 3M™ Thinner 275.

Drying - Oven Dry Only

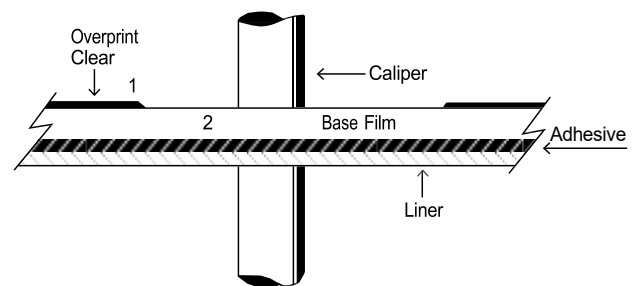
For best results, air dry for one-half hour followed by oven drying for two hours at 175°F (80°C). Heavy clear coat, high humidity, or poor ventilation may increase oven dry time. To prevent blocking, clear coat must be completely dry before sheets are stacked or packaged.

Clear Thickness

In order to obtain the stated durability, clear coat thickness after drying should be .0004 inches to .0005 inches on the processed areas.

Test for thickness as follows using a micrometer, thickness gauge, dial caliper or equivalent.

1. Apply pressure sensitive masking tape across entire length of sheeting in the center. Apply clear coat, remove tape and thoroughly dry.
2. Measure the thickness of clear coat by reading caliper at (see 1 below) adjacent to taped area, and then at center area (see 2 below) where masking tape was applied to base sheeting. An average of several readings should be recorded for each area.



3. The difference between these two averaged readings will be the dry thickness of the clear coat.

Coverage

3M Coat Clear 265 will cover approximately 700 to 1000 square feet (37 to 46 square meters) per gallon (3.8 liters).

Health and Safety Information

Read all health hazard, precautionary, and first aid statements found in the Material Safety Data Sheet, and/or product label of chemicals prior to handling or use.

Warning: Apply by machine roll coating only. Do not spray as accumulation of spray residue can cause spontaneous combustion.

FOR INFORMATION OR ASSISTANCE

CALL:

1-877-777-3571

IN CANADA CALL:

1-800-265-1840

Internet:

www.3M.com/mvss

3M assumes no responsibility for any injury, loss or damage arising out of the use of a product that is not of our manufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined by the manufacturer.

Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to be reliable, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct, special or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.

3M is a trademark of 3M. Used under license in Canada.



Traffic Safety and Security Division

3M Center, Building 225-4N-14
P.O. Box 33225
St. Paul, MN 55133-3225
www.3M.com/mvss

3M Canada Company

P.O. Box 5757
London, Ontario N6A 4T1
1-800-3MHELPS

3M México, S.A. de C.V.

Av. Santa Fe No. 55
Col. Santa Fe, Del. Alvaro Obregón
México, D.F. 01210

Please recycle.

© 3M 2014. All rights reserved.

3M Company Government Contracts Power of Attorney

By the authority granted the undersigned by the Corporate Secretary, the individuals listed below are hereby appointed as 3M's or its designated subsidiaries, true and lawful attorneys-in-fact for it, and its name, for commercially available products and services and government unique products and services for which 3M or its designated subsidiaries will be a prime contractor, subcontractor or higher tier subcontractor to any federal, state or municipal governmental agency in the United States ("Government Contracts"), to perform acts specified on behalf of this Corporation.

Except as provided below, authority is granted to submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, certifications, representations and warranties, and documents related thereto for Government Contracts; however, this authority does not include (a) research and development services²; (b) executing country of origin certifications⁵; or (c) any other authority that is not expressly granted in this document. 3M executives (President, General Manager, etc.)¹, have authority to sign on behalf of their respective Business Unit/staff function, through 3M's Vice President of Government Contract Compliance sub delegation authority. Authority for the individuals below is limited to the specific Business Unit or staff function indicated and such authority may not be subdelegated.

<p><u>3M Unitek Corporation</u> McCloskey, Molly</p> <p><u>Advanced Materials Division</u> Davis, Scott Hanson, Scott Jensen, Avery Lockhart, Bruce Marshall, Peter (Technical Ceramics only) Morin, Eric Utley, Elizabeth Ward, Charles</p> <p><u>Aeero Technologies LLC.</u> Hinko, David</p> <p><u>Automotive and Aerospace Solutions Division</u> <i>see Government Marketing-Sales</i></p> <p><u>Display Materials & Systems Division</u> Summers, Micki</p> <p><u>Electrical Markets Division</u> Blair, Jeremiah Irwin, Mike</p>	<p><u>Electronics Materials Solutions Division</u> Anderson, Kevin</p> <p><u>Food Safety Department</u> <i>see Government Marketing-Sales</i> (Federal Only)</p> <p><u>Global Occupational Medicine</u> Lenick, Karyn</p> <p><u>Government R&D Contracts Department</u>² Kays, Steven³ Martinez, Rita</p> <p><u>3M Health Information Systems</u> Aiello, Kimberlee Carr, Megan Garrison, Garri Hong-Larsen, Sally Mathison, John Peddicord, Kyle Stanley, Michael Weidall, Quinn</p> <p><u>Industrial Adhesives & Tapes Division</u> <i>see Government Marketing-Sales</i> (FSS Contracts Only)</p> <p><u>Industrial Mineral Products Division</u> Erickson, Scott</p>	<p><u>Medical Solutions Division</u> McDonald, Michael Dickson, Diana</p> <p><u>Oral Care Solutions Division</u> McCloskey, Molly McDonald, Michael</p> <p><u>Personal Safety Division</u> <i>see Government Marketing-Sales</i></p> <p><u>Separation & Purification</u> Towne, Richard</p> <p><u>Stationery & Office Supplies Division</u> <i>see Government Marketing-Sales</i> (FSS Contracts Only)</p> <p><u>Transportation Safety Division</u> Bartelson, Jennifer⁷ Batchelor, Brent⁷ Del Solar, Carolina⁷ Do, Thanh-Huong⁴ Macklin, John⁷ Paraschou, Maria Poss, Steven Schray, Katrina⁶ Seputis, Julie⁴ Trac, Phu⁴</p>
---	--	---

Authority Applies to any Business Unit or Staff Function		
<u>Global Channel Services</u> Constantine, Lauri <u>U.S. Pacific Branches</u> Mathers, Stephanie Kawasaki, Heidi	<u>Government Marketing-Sales</u> Audette-Williams, Michelle Borja, Ralph Hang, Yee Williams, Tabatha	<u>Government Contract Compliance</u> Bordas, Rich Carr, Terrance Horwitz, Charles Robinette, Thomas

Authority to Make Country of Origin Certifications ⁵
<u>Trade Compliance Department</u> Bottoms, Paul ⁵ Schultz, Anne ⁵ Schmitz, Jamie ⁵

For all appointments, authority may be withdrawn or modified at any time, including upon an individual's change in responsibility.

This Power of Attorney revokes all prior Powers of Attorney with respect to the same matters and shall remain in effect until terminated by the undersigned or any other person authorized to grant powers of attorney on behalf of 3M.

DocuSigned by:
 By: Charles Horwitz
1E4CDC6F77EE4F0...
 Charles Horwitz
 Vice President, Government Contract Compliance
 3M Company

5/10/2023

Date

¹3M executives may assign attorney-in-fact authority to their respective business personnel, upon successful completion of Government Contract Compliance Power of Attorney training.

²Authority is delegated by 3M's Executive VP R&D and Chief Technology Officer, to the Senior Vice President, Research and Development, for their respective 3M Business Groups, and to certain specified employees in Government Research & Development Contracts, to execute proposals, contracts, subcontracts, and modifications (including certifications, representations, and warranties to comply with certain laws and regulations) for government R&D services.

³Authority includes AFRL TIA and Phase 2 activities for N95 lines for contract modifications.

⁴Authority expressly limited to executing Certificates of Conformance.

⁵Authority limited to include only Country of Origin Certifications.

⁶Authority limited to include only Vouchers and Invoices.

⁷Authority limited to include only Premium Warranties