

**STATE OF NEBRASKA CONTRACT AWARD**

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

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

**CONTRACT NUMBER**  
**14765 OC**

PAGE 1 of 7	ORDER DATE 03/02/22
BUSINESS UNIT 81021671	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 1216124	
VENDOR ADDRESS:  NANOPAC INC 4823 S SHERIDAN RD STE 302 TULSA OK 74145-5717	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**MARCH 29, 2022 THROUGH MARCH 28, 2023**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5553 OF

Contract to supply and deliver Disability Related Products to the State of Nebraska as per the attached specifications for the contract period March 29, 2022 through March 28, 2023.

Vendor Contact: Maria Swatek  
Phone: 918 - 665 -0329  
Fax: 918-665-0361  
E-Mail: maria@nanopac.com

THIS IS THE FOURTH RENEWAL OF THE CONTRACT AS AMENDED. (3/2/22 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DISABILITY RELATED PRODUCTS Kurzwell 1000 Products NuEyes Smart Glasses Initial Contract Period - Year One	20,000.0000	\$	1.0000
2	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products Initial Contract Period - Year One	20,000.0000	\$	1.0000

DocuSigned by:  
*Joy Fischer* 3/3/2022

DS  
PK 3/3/2022

DocuSigned by:  
*Amara Block* 3/6/2022

BUYER

MATERIEL ADMINISTRATOR

**STATE OF NEBRASKA CONTRACT AWARD**

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**CONTRACT NUMBER**  
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PAGE 2 of 7		ORDER DATE 03/02/22	
BUSINESS UNIT 81021671		BUYER JOY FISCHER (AS)	
VENDOR NUMBER: 1216124			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Initial Contract Period - Year One	20,000.0000	\$	1.0000
4	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Initial Contract Period - Year One	10,000.0000	\$	1.0000
5	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Initial Contract Period - Year One	20,000.0000	\$	1.0000
6	ACCESSIBILITY DOT.NET PURCHASES Kurzweil 1000 Products NuEyes Smart Glasses Initial Contract Period - Year Two	20,000.0000	\$	1.0000
7	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products	20,000.0000	\$	1.0000

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PAGE 3 of 7		ORDER DATE 03/02/22	
BUSINESS UNIT 81021671		BUYER JOY FISCHER (AS)	
VENDOR NUMBER: 1216124			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Initial Contract Period - Year Two			
8	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigy Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Initial Contract Period - Year Two	20,000.0000	\$	1.0000
9	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Initial Contract Period - Year Two	10,000.0000	\$	1.0000
10	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Initial Contract Period - Year Two	20,000.0000	\$	1.0000
11	ACCESSIBILITY DOT.NET PURCHASES Kurzwell 1000 Products NuEyes Smart Glasses First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
12	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products	20,000.0000	\$	1.0000

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**CONTRACT NUMBER**  
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PAGE 4 of 7	ORDER DATE 03/02/22
BUSINESS UNIT 81021671	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Lifestyle video magnifier products Smart Beetle products First Optional Renewal Period - Year One			
13	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigy Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
14	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products First Optional Renewal Period - Year One	10,000.0000	\$	1.0000
15	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
16	ACCESSIBILITY DOT.NET PURCHASES Kurzwell 1000 Products NuEyes Smart Glasses Second Optional Renewal Period - Year One	15,000.0000	\$	1.0000
17	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products	29,193.6000	\$	1.0000



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PAGE 5 of 7		ORDER DATE 03/02/22	
BUSINESS UNIT 81021671		BUYER JOY FISCHER (AS)	
VENDOR NUMBER: 1216124			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products Second Optional Renewal Period - Year One			
18	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Second Optional Renewal Period - Year One	29,999.4000	\$	1.0000
19	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Second Optional Renewal Period - Year One	10,000.0000	\$	1.0000
20	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Second Optional Renewal Period - Year One	29,999.0000	\$	1.0000
21	ACCESSIBILITY DOT.NET PURCHASES Kurzwell 1000 Products NuEyes Smart Glasses Third Optional Renewal Period - Year One	15,000.0000	\$	1.0000
22	HIMS DISTRIBUTED PURCHASES: Blaze Products	30,000.0000	\$	1.0000



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PAGE 6 of 7		ORDER DATE 03/02/22	
BUSINESS UNIT 81021671		BUYER JOY FISCHER (AS)	
VENDOR NUMBER: 1216124			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products Third Optional Renewal Period - Year One			
23	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brilliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Third Optional Renewal Period - Year One	15,000.0000	\$	1.0000
24	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Third Optional Renewal Period - Year One	10,000.0000	\$	1.0000
25	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Third Optional Renewal Period - Year One	95,000.0000	\$	1.0000
26	ACCESSIBILITY DOT.NET PURCHASES Kurzwell 1000 Products NuEyes Smart Glasses Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000

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**CONTRACT NUMBER**  
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PAGE 7 of 7		ORDER DATE 03/02/22	
BUSINESS UNIT 81021671		BUYER JOY FISCHER (AS)	
VENDOR NUMBER: 1216124			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
27	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000
28	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailiant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigy Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000
29	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Fourth Optional Renewal Period - Year One	10,000.0000	\$	1.0000
30	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000

DS  
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BUYER INITIALS

# NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES



Pete Ricketts, Governor

## CONTRACT RENEWAL

February 14, 2022

Ms. Maria Swatek  
Nanopac, Inc.  
4823 S Sheridan Rd. Ste 302  
Tulsa OK 74145-5717

RE: Contract Number 14765 OC, Disability Related Products

Dear Ms. Swatek:

The above named contract for providing Disability Related Products to the State of Nebraska expires March 28, 2022.

The State of Nebraska is currently interested in renewing the Contract for an additional one (1) year period, i.e. March 29, 2022 through March 28, 2023. If Nanopac, Inc. wishes to renew the Contract as stated, please sign and return this as soon as possible, keeping one copy for your files.

The State will consider your signature as an agreement to be bound to the renewal, but the renewal will not be agreed to and accepted by the State until award signature page is executed by the Materiel Administrator.

If no response is received within 30 calendar days, the State of Nebraska will assume that the contractor does not intend to renew the contract and thus may begin the formal solicitation process.

Sincerely,

DocuSigned by:  
*Joy Fischer*  
8D62163E69CA4C2...  
Joy Fischer, Procurement Contracts Officer  
State Purchasing Bureau

Nanopac, Inc. is agreeable to the renewal of 14765 OC for Disability Related Products March 29, 2022 through March 28, 2023.

Signature DocuSigned by:  
*Maria Swatek*  
EBB9929CAE354ED...

Title Office Manager

Date 2/14/2022

**Amara Block, Interim Materiel Administrator**

**Department of Administrative Services | MATERIEL DIVISION**

1526 K Street, Ste. 130  
Lincoln, Nebraska 68508

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

[das.nebraska.org](http://das.nebraska.org)



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**CONTRACT NUMBER**  
**14765 OC**

PAGE 1 of 7	ORDER DATE 03/03/21
BUSINESS UNIT 81021671	BUYER VACANT (AS)
VENDOR NUMBER: 1216124	
VENDOR ADDRESS:  NANOPAC INC 4823 S SHERIDAN RD STE 302 TULSA OK 74145-5717	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**MARCH 29, 2021 THROUGH MARCH 28, 2022**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5553 OF

Contract to supply and deliver Disability Related Products to the State of Nebraska as per the attached specifications for the contract period March 29, 2021 through March 28, 2022. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Maria Swatek  
Phone: 918 - 665 -0329  
Fax: 918-665-0361  
E-Mail: maria@nanopac.com

This is the third renewal of the contract as amended. (03/03/21 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DISABILITY RELATED PRODUCTS Kurzweil 1000 Products NuEyes Smart Glasses Initial Contract Period - Year One	20,000.0000	\$	1.0000
2	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products Initial Contract Period - Year One	20,000.0000	\$	1.0000

DocuSigned by:

Annette Walton 3/4/2021

DS

PK

2358B0EE0E87446...

DocuSigned by:

BUYER

DocuSigned by:

3/4/2021

6F1A260A0A0E24E...

MATERIALS ADMINISTRATOR

R43500|NISC0001|NISC0001 20150901

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**CONTRACT NUMBER**  
**14765 OC**

PAGE 2 of 7		ORDER DATE 03/03/21	
BUSINESS UNIT 81021671		BUYER VACANT (AS)	
VENDOR NUMBER: 1216124			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Initial Contract Period - Year One	20,000.0000	\$	1.0000
4	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Initial Contract Period - Year One	10,000.0000	\$	1.0000
5	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Initial Contract Period - Year One	20,000.0000	\$	1.0000
6	ACCESSIBILITY DOT.NET PURCHASES Kurzweil 1000 Products NuEyes Smart Glasses Initial Contract Period - Year Two	20,000.0000	\$	1.0000
7	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products Initial Contract Period - Year Two	20,000.0000	\$	1.0000

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AW  
BUYER INITIALS

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**CONTRACT NUMBER**  
**14765 OC**

PAGE 3 of 7	ORDER DATE 03/03/21
BUSINESS UNIT 81021671	BUYER VACANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
8	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailiant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Initial Contract Period - Year Two	20,000.0000	\$	1.0000
9	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Initial Contract Period - Year Two	10,000.0000	\$	1.0000
10	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Initial Contract Period - Year Two	20,000.0000	\$	1.0000
11	ACCESSIBILITY DOT.NET PURCHASES Kurzwell 1000 Products NuEyes Smart Glasses First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
12	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products	20,000.0000	\$	1.0000

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**CONTRACT NUMBER**  
**14765 OC**

PAGE 4 of 7		ORDER DATE 03/03/21	
BUSINESS UNIT 81021671		BUYER VACANT (AS)	
VENDOR NUMBER: 1216124			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	First Optional Renewal Period - Year One			
13	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigy Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
14	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products First Optional Renewal Period - Year One	10,000.0000	\$	1.0000
15	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
16	ACCESSIBILITY DOT.NET PURCHASES Kurzwell 1000 Products NuEyes Smart Glasses Second Optional Renewal Period - Year One	15,000.0000	\$	1.0000
17	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products	29,193.6000	\$	1.0000

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**CONTRACT NUMBER**  
**14765 OC**

PAGE 5 of 7	ORDER DATE 03/03/21
BUSINESS UNIT 81021671	BUYER VACANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Smart Beetle products Second Optional Renewal Period - Year One			
18	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigy Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Second Optional Renewal Period - Year One	29,999.4000	\$	1.0000
19	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Second Optional Renewal Period - Year One	10,000.0000	\$	1.0000
20	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Second Optional Renewal Period - Year One	29,999.0000	\$	1.0000
21	ACCESSIBILITY DOT.NET PURCHASES Kurzwell 1000 Products NuEyes Smart Glasses Third Optional Renewal Period - Year One	15,000.0000	\$	1.0000
22	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products	15,000.0000	\$	1.0000

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PAGE 6 of 7		ORDER DATE 03/03/21	
BUSINESS UNIT 81021671		BUYER VACANT (AS)	
VENDOR NUMBER: 1216124			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Lifestyle video magnifier products Smart Beetle products Third Optional Renewal Period - Year One			
23	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigy Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Third Optional Renewal Period - Year One	15,000.0000	\$	1.0000
24	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Third Optional Renewal Period - Year One	10,000.0000	\$	1.0000
25	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Third Optional Renewal Period - Year One	15,000.0000	\$	1.0000
26	ACCESSIBILITY DOT.NET PURCHASES Kurzwell 1000 Products NuEyes Smart Glasses Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000
27	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products	15,000.0000	\$	1.0000

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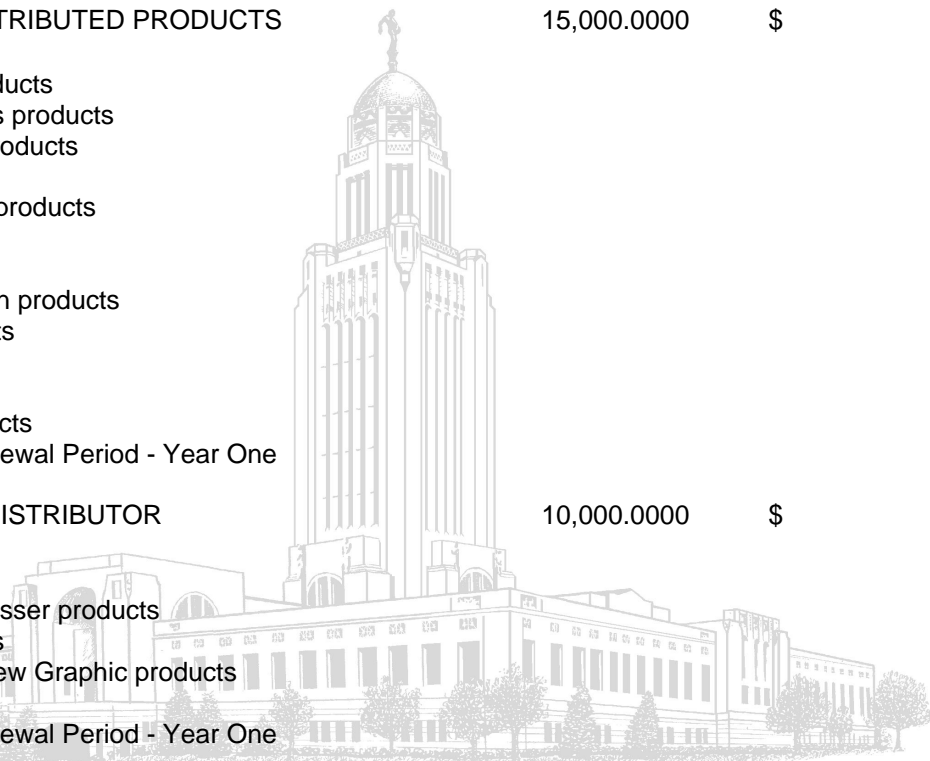
Telephone: (402) 471-6500  
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**CONTRACT NUMBER**  
**14765 OC**

PAGE 7 of 7		ORDER DATE 03/03/21	
BUSINESS UNIT 81021671		BUYER VACANT (AS)	
VENDOR NUMBER: 1216124			



Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	GoVision Products Lifestyle video magnifier products Smart Beetle products Fourth Optional Renewal Period - Year One			
28	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigy Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000
29	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Fourth Optional Renewal Period - Year One	10,000.0000	\$	1.0000
30	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000



DS  
  
 BUYER INITIALS



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DEPT. OF ADMINISTRATIVE SERVICES



Pete Ricketts, Governor

CONTRACT RENEWAL

February 1, 2021

Ms. Maria Swatek
NanoPac, Inc.
4823 S. Sheridan Rd. Ste 302
Tulsa, OK 74145-5717

RE: Contract Number 14765 OC Disability Related Products

Dear Ms. Swatek,

The above named contract for providing Disability Related Products to the State of Nebraska expires March 28, 2021.

The State of Nebraska is currently interested in renewing the Contract for an additional one (1) year period, i.e. March 29, 2021 through March 28, 2022. If NanoPac Inc. wishes to renew the Contract as stated, please sign and return this as soon as possible, keeping one copy for your files.

The State will consider your signature as an agreement to be bound to the renewal, but the renewal will not be agreed to and accepted by the State until award signature page is executed by the Materiel Administrator.

If no response is received within 30 calendar days, the State of Nebraska will assume that the contractor does not intend to renew the contract and thus may begin the formal solicitation process.

Sincerely,

DocuSigned by: Annette Walton
2358B0EE0E87446...
Annette Walton, Buyer
State Purchasing Bureau

NanoPac Inc. is agreeable to the renewal of 14765 OC for Disability Related Products March 29, 2021 through March 28, 2022.

DocuSigned by: Maria Swatek
Signature EBB9524CAE554ED...

Title Office Manager

Date 2/1/2021

Doug Carlson, Materiel Administrator

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130 OFFICE 402-471-6500
Lincoln, Nebraska 68508 FAX 402-471-2089

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**CONTRACT NUMBER**  
**14765 OC**

PAGE 1 of 7	ORDER DATE 03/04/20
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	
VENDOR ADDRESS:  NANOPAC INC 4823 S SHERIDAN RD STE 302 TULSA OK 74145-5717	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**MARCH 29, 2020 THROUGH MARCH 28, 2021**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5553 OF

Contract to supply and deliver Disability Related Products to the State of Nebraska as per the attached specifications for the contract period March 29, 2020 through March 28, 2021. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Maria Swatek  
Phone: 918 - 665 -0329  
Fax: 918-665-0361  
E-Mail: maria@nanopac.com

This is the second renewal of the contract as amended. (03/04/20 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DISABILITY RELATED PRODUCTS Kurzwell 1000 Products NuEyes Smart Glasses Initial Contract Period - Year One	20,000.0000	\$	1.0000
2	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products Initial Contract Period - Year One	20,000.0000	\$	1.0000

3/5/20  
PK  
*Nancy Storant*  
BUYER  
3-5-2020  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

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

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

**CONTRACT NUMBER**  
**14765 OC**

PAGE 2 of 7	ORDER DATE 03/04/20
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brilliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Initial Contract Period - Year One	20,000.0000	\$	1.0000
4	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Initial Contract Period - Year One	10,000.0000	\$	1.0000
5	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Initial Contract Period - Year One	20,000.0000	\$	1.0000
6	ACCESSIBILITY DOT.NET PURCHASES Kurzweil 1000 Products NuEyes Smart Glasses Initial Contract Period - Year Two	20,000.0000	\$	1.0000
7	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products Initial Contract Period - Year Two	20,000.0000	\$	1.0000



BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

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

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

**CONTRACT NUMBER**  
**14765 OC**

PAGE 3 of 7	ORDER DATE 03/04/20
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
8	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brilliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigy Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Initial Contract Period - Year Two	20,000.0000	\$	1.0000
9	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Initial Contract Period - Year Two	10,000.0000	\$	1.0000
10	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Initial Contract Period - Year Two	20,000.0000	\$	1.0000
11	ACCESSIBILITY DOT.NET PURCHASES Kurzweil 1000 Products NuEyes Smart Glasses First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
12	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products	20,000.0000	\$	1.0000



**BUYER INITIALS**

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Lincoln, Nebraska 68508

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

**CONTRACT NUMBER**  
**14765 OC**

PAGE 4 of 7	ORDER DATE 03/04/20
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	First Optional Renewal Period - Year One			
13	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigy Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
14	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products First Optional Renewal Period - Year One	10,000.0000	\$	1.0000
15	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
16	ACCESSIBILITY DOT.NET PURCHASES Kurzwell 1000 Products NuEyes Smart Glasses Second Optional Renewal Period - Year One	15,000.0000	\$	1.0000
17	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products	15,000.0000	\$	1.0000

  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
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Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
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**CONTRACT NUMBER**  
**14765 OC**

PAGE 5 of 7	ORDER DATE 03/04/20
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Smart Beetle products Second Optional Renewal Period - Year One			
18	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailiant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Second Optional Renewal Period - Year One	15,000.0000	\$	1.0000
19	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Second Optional Renewal Period - Year One	10,000.0000	\$	1.0000
20	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Second Optional Renewal Period - Year One	15,000.0000	\$	1.0000
21	ACCESSIBILITY DOT.NET PURCHASES Kurzwell 1000 Products NuEyes Smart Glasses Third Optional Renewal Period - Year One	15,000.0000	\$	1.0000
22	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products	15,000.0000	\$	1.0000



**BUYER INITIALS**

# STATE OF NEBRASKA CONTRACT AWARD

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

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

**CONTRACT NUMBER**  
**14765 OC**

PAGE 6 of 7	ORDER DATE 03/04/20
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Lifestyle video magnifier products Smart Beetle products Third Optional Renewal Period - Year One			
23	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brilliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Third Optional Renewal Period - Year One	15,000.0000	\$	1.0000
24	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Third Optional Renewal Period - Year One	10,000.0000	\$	1.0000
25	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Third Optional Renewal Period - Year One	15,000.0000	\$	1.0000
26	ACCESSIBILITY DOT.NET PURCHASES Kurzweil 1000 Products NuEyes Smart Glasses Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000
27	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products	15,000.0000	\$	1.0000



**BUYER INITIALS**

# STATE OF NEBRASKA CONTRACT AWARD

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

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

**CONTRACT NUMBER**  
**14765 OC**

PAGE 7 of 7	ORDER DATE 03/04/20
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	GoVision Products Lifestyle video magnifier products Smart Beetle products Fourth Optional Renewal Period - Year One			
28	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brilliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000
29	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Fourth Optional Renewal Period - Year One	10,000.0000	\$	1.0000
30	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000



**BUYER INITIALS**

# NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

## CONTRACT RENEWAL

November 5, 2019

Ms. Maria Swatek  
Nanopac Inc.  
4823 South Sheridan Road Ste 302  
Tulsa OK, 74145-5717

RE: Contract Number 14765 OC, Disability Related Products

Dear Ms. Swatek:

The above named contract for providing Disability Related Products to the State of Nebraska, Blind and Visually Impaired, expires March 28, 2020.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional One (1) year period, i.e. March 29, 2020 through March 28, 2021.

If this is agreeable with Nanopac Inc., please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Nanopac Inc. does not intend to renew contract number 14765 OC and thus may begin the formal solicitation process to obtain Disability Related Products.

Sincerely,



Nancy Storant, Buyer  
State Purchasing Bureau

DATE: \_\_\_\_\_

Nanopac Inc. is agreeable to the renewal of 14765 OC for Disability Related Products March 29, 2020 through March 28, 2021.

SIGNATURE: Maria Swatek

TITLE: office manager

DATE: 11/5/19

Doug Carlson – Materiel Administrator  
Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130  
Lincoln Nebraska 68508

OFFICE 402-471-8500  
FAX 402-471-2089

[das.nebraska.org](http://das.nebraska.org)



# STATE OF NEBRASKA CONTRACT AWARD

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

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

**CONTRACT NUMBER**  
**14765 OC**

PAGE 1 of 7	ORDER DATE 03/12/19
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	
VENDOR ADDRESS:  NANOPAC INC 4823 S SHERIDAN RD STE 302 TULSA OK 74145-5717	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**MARCH 29, 2019 THROUGH MARCH 28, 2020**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5553 OF

Contract to supply and deliver Disability Related Products to the State of Nebraska as per the attached specifications for the contract period March 29, 2019 through March 28, 2020. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Maria Swatek  
Phone: 918 - 665 -0329  
Fax: 918-665-0361  
E-Mail: maria@nanopac.com

This is the first renewal of the contract as amended. (03/12/2019 ms)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DISABILITY RELATED PRODUCTS Kurzweil 1000 Products NuEyes Smart Glasses Initial Contract Period - Year One	20,000.0000	\$	1.0000
2	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products Initial Contract Period - Year One	20,000.0000	\$	1.0000

3/12/19 *Nancy Storant* 3/12/19  
PK *[Signature]* BUYER *[Signature]* 3/12/19  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

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

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

**CONTRACT NUMBER**  
**14765 OC**

PAGE 2 of 7	ORDER DATE 03/12/19
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Initial Contract Period - Year One	20,000.0000	\$	1.0000
4	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Initial Contract Period - Year One	10,000.0000	\$	1.0000
5	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Initial Contract Period - Year One	20,000.0000	\$	1.0000
6	ACCESSIBILITY DOT.NET PURCHASES Kurzweil 1000 Products NuEyes Smart Glasses Initial Contract Period - Year Two	20,000.0000	\$	1.0000
7	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products Initial Contract Period - Year Two	20,000.0000	\$	1.0000

*N. Storan*  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

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

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

**CONTRACT NUMBER**  
**14765 OC**

PAGE 3 of 7	ORDER DATE 03/12/19
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
8	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailiant Braille products Enabling Embossers products explore Handheld products Juliet products Mounfbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Initial Contract Period - Year Two	20,000.0000	\$	1.0000
9	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Initial Contract Period - Year Two	10,000.0000	\$	1.0000
10	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Initial Contract Period - Year Two	20,000.0000	\$	1.0000
11	ACCESSIBILITY DOT.NET PURCHASES Kurzweil 1000 Products NuEyes Smart Glasses First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
12	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products	20,000.0000	\$	1.0000

  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

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

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

**CONTRACT NUMBER**  
**14765 OC**

PAGE 4 of 7	ORDER DATE 03/12/19
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	First Optional Renewal Period - Year One			
13	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brilliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigy Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
14	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products First Optional Renewal Period - Year One	10,000.0000	\$	1.0000
15	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
16	ACCESSIBILITY DOT.NET PURCHASES Kurzwell 1000 Products NuEyes Smart Glasses Second Optional Renewal Period - Year One	15,000.0000	\$	1.0000
17	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products	15,000.0000	\$	1.0000

  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

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Lincoln, Nebraska 68508

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PAGE 5 of 7	ORDER DATE 03/12/19
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

**CONTRACT NUMBER**  
**14765 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Smart Beetle products Second Optional Renewal Period - Year One			
18	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailiant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Second Optional Renewal Period - Year One	15,000.0000	\$	1.0000
19	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Second Optional Renewal Period - Year One	10,000.0000	\$	1.0000
20	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Second Optional Renewal Period - Year One	15,000.0000	\$	1.0000
21	ACCESSIBILITY DOT.NET PURCHASES Kurzwell 1000 Products NuEyes Smart Glasses Third Optional Renewal Period - Year One	15,000.0000	\$	1.0000
22	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products	15,000.0000	\$	1.0000

*N. Storant*  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

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

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

**CONTRACT NUMBER**  
**14765 OC**

PAGE 6 of 7	ORDER DATE 03/12/19
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Lifestyle video magnifier products Smart Beetle products Third Optional Renewal Period - Year One			
23	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailiant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigy Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Third Optional Renewal Period - Year One	15,000.0000	\$	1.0000
24	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Third Optional Renewal Period - Year One	10,000.0000	\$	1.0000
25	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Third Optional Renewal Period - Year One	15,000.0000	\$	1.0000
26	ACCESSIBILITY DOT.NET PURCHASES Kurzweil 1000 Products NuEyes Smart Glasses Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000
27	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products	15,000.0000	\$	1.0000

*ASalu*  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

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

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

**CONTRACT NUMBER**  
**14765 OC**

PAGE 7 of 7	ORDER DATE 03/12/19
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	GoVision Products Lifestyle video magnifier products Smart Beetle products Fourth Optional Renewal Period - Year One			
28	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brilliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000
29	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Fourth Optional Renewal Period - Year One	10,000.0000	\$	1.0000
30	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000

*N. Sales*  
BUYER INITIALS

# NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

## CONTRACT RENEWAL

February 2, 2019

Ms. Maria Swatek  
Nanopac Inc.  
4823 South Sheridan Road Ste 302  
Tulsa OK, 74145-5717

RE: Contract Number 14765 OC, Disability Related Products

Dear Ms. Swatek:

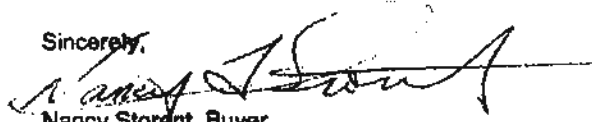
The above named contract for providing Disability Related Products to the State of Nebraska, Blind and Visually Impaired, expires March 28, 2019.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional One (1) year period, i.e. March 29, 2019 through March 28, 2020.

If this is agreeable with Nanopac Inc., please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Nanopac Inc. does not intend to renew contract number 14765 OC and thus may begin the formal solicitation process to obtain Disability Related Products.

Sincerely,



Nancy Storant, Buyer  
State Purchasing Bureau

DATE: \_\_\_\_\_

Nanopac Inc. is agreeable to the renewal of 14765 OC for Disability Related Products March 29, 2019 through March 28, 2020.

SIGNATURE: Maria Swatek

TITLE: office manager

DATE: 2/7/19



# STATE OF NEBRASKA CONTRACT AWARD

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

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

**CONTRACT NUMBER  
14765 OC**

PAGE 1 of 7	ORDER DATE 03/28/17
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	
VENDOR ADDRESS:  NANOPAC INC 4823 S SHERIDAN RD STE 302 TULSA OK 74145-5717	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**MARCH 29, 2017 THROUGH MARCH 28, 2019**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

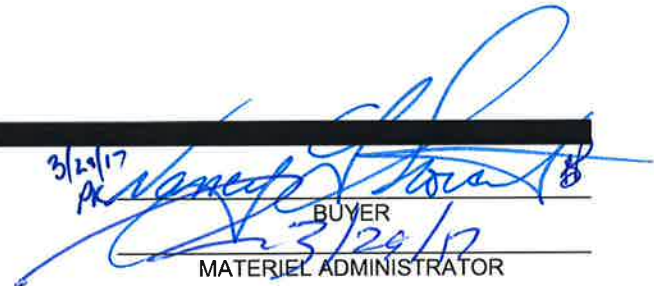
Original/Bid Document 5553 OF

Contract to supply and deliver Disability Related Products to the State of Nebraska as per the attached specifications for the contract period March 29, 2017 through March 28, 2019. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Maria Swatek  
Phone: 918 - 665 -0329  
Fax: 918-665-0361  
E-Mail: maria@nanopac.com

(ss 3/28/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DISABILITY RELATED PRODUCTS Kurzwell 1000 Products NuEyes Smart Glasses Initial Contract Period - Year One	20,000.0000	\$	1.0000
2	HIMS DISTRIBUTED PURCHASES; Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products Initial Contract Period - Year One	20,000.0000	\$	1.0000

3/29/17  
PC  
  
BUYER  
3/29/17  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

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

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

**CONTRACT NUMBER**  
**14765 OC**

PAGE 2 of 7	ORDER DATE 03/28/17
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailiant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Initial Contract Period - Year One	20,000.0000	\$	1.0000
4	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Initial Contract Period - Year One	10,000.0000	\$	1.0000
5	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Initial Contract Period - Year One	20,000.0000	\$	1.0000
6	ACCESSIBILITY DOT.NET PURCHASES Kurzweil 1000 Products NuEyes Smart Glasses Initial Contract Period - Year Two	20,000.0000	\$	1.0000
7	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products Initial Contract Period - Year Two	20,000.0000	\$	1.0000



BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

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1526 K Street, Suite 130  
Lincoln, Nebraska 68508

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**CONTRACT NUMBER**  
**14765 OC**

PAGE 3 of 7	ORDER DATE 03/28/17
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
8	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brilliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Initial Contract Period - Year Two	20,000.0000	\$	1.0000
9	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Initial Contract Period - Year Two	10,000.0000	\$	1.0000
10	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Initial Contract Period - Year Two	20,000.0000	\$	1.0000
11	ACCESSIBILITY DOT.NET PURCHASES Kurzweil 1000 Products NuEyes Smart Glasses First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
12	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products Smart Beetle products	20,000.0000	\$	1.0000

  
BUYER INITIALS

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**CONTRACT NUMBER**  
**14765 OC**

PAGE 4 of 7	ORDER DATE 03/28/17
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	First Optional Renewal Period - Year One			
13	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
14	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products First Optional Renewal Period - Year One	10,000.0000	\$	1.0000
15	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products First Optional Renewal Period - Year One	20,000.0000	\$	1.0000
16	ACCESSIBILITY DOT.NET PURCHASES Kurzweil 1000 Products NuEyes Smart Glasses Second Optional Renewal Period - Year One	15,000.0000	\$	1.0000
17	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products Lifestyle video magnifier products	15,000.0000	\$	1.0000



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**CONTRACT NUMBER**  
**14765 OC**

PAGE 5 of 7	ORDER DATE 03/28/17
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Smart Beetle products Second Optional Renewal Period - Year One			
18	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailiant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Second Optional Renewal Period - Year One	15,000.0000	\$	1.0000
19	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Second Optional Renewal Period - Year One	10,000.0000	\$	1.0000
20	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Second Optional Renewal Period - Year One	15,000.0000	\$	1.0000
21	ACCESSIBILITY DOT.NET PURCHASES Kurzwell 1000 Products NuEyes Smart Glasses Third Optional Renewal Period - Year One	15,000.0000	\$	1.0000
22	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products GoVision Products	15,000.0000	\$	1.0000

  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

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**CONTRACT NUMBER**  
**14765 OC**

PAGE 6 of 7	ORDER DATE 03/28/17
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Lifestyle video magnifier products Smart Beetle products Third Optional Renewal Period - Year One			
23	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brailiant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Third Optional Renewal Period - Year One	15,000.0000	\$	1.0000
24	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Third Optional Renewal Period - Year One	10,000.0000	\$	1.0000
25	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Third Optional Renewal Period - Year One	15,000.0000	\$	1.0000
26	ACCESSIBILITY DOT.NET PURCHASES Kurzwell 1000 Products NuEyes Smart Glasses Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000
27	HIMS DISTRIBUTED PURCHASES: Blaze Products Braille Edge and Sense Products Candy Products E-bot Products	15,000.0000	\$	1.0000

  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
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Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14765 OC**

PAGE 7 of 7	ORDER DATE 03/28/17
BUSINESS UNIT 81021671	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1216124	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	GoVision Products Lifestyle video magnifier products Smart Beetle products Fourth Optional Renewal Period - Year One			
28	HUMANWARE DISTRIBUTED PRODUCTS BrailleNote products Brilliant Braille products Enabling Embossers products explore Handheld products Juliet products Mountbatten braille products Phoenix products PIAF products Prodigi Digital Vision products Reading Aid products Romeo Products Smartview products Victor Reader products Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000
29	IRIE AT MASTER DISTRIBUTOR Products: Dolphin products INDEX Braille Embosser products NeoAccess products Thinkable Tactile View Graphic products Zoomax products Fourth Optional Renewal Period - Year One	10,000.0000	\$	1.0000
30	VFO DISTRIBUTED PRODUCTS: AbiSEE products Ai Squared products Freedom Software products Optelec products Fourth Optional Renewal Period - Year One	15,000.0000	\$	1.0000



BUYER INITIALS

# State of Nebraska - INVITATION TO BID CONTRACT

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

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

Date	3/9/17	Page	1 of 1
Solicitation Number	5553 OF		
Opening Date and Time	RETURN MAIL		
Buyer	NANCY STORANT (AS)		

**DESTINATION OF GOODS**  
NE COMM BLIND & VISUALLY IMPAIRED  
4600 VALLEY RD STE 100  
LINCOLN NE 68510-4844

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_ NEBRASKA CONTRACTOR AFFADAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

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

Contract to supply and deliver Disability Related Products for Clients to the State of Nebraska as per the attached specifications for a two (2) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(ss 3/8/17)

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	DISABILITY RELATED PRODUCTS FOR CLIENT PURCHASES	See Bid Sheet	\$		

## BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 %        DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 7-10 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED. **business**

Sign Maria C. Swatek  
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# 1216124  
VENDOR: NanoPac, Inc.  
Address: 4823 S. Sheridan Rd, Ste. 302  
Tulsa, OK 74145

Contact Maria Swatek  
Telephone 918-665-0329  
Facsimile 918-665-0361  
Email maria@nanopac.com



## INVITATION TO BID

### Number 5553-OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for a Commodity contract, ITB Number 5553 OF for the purpose of selecting a qualified Bidder to provide Disability Related Products for Clients. Specifications can be found in Section 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.

The term of the contract will be two (2) years commencing upon contract award. The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

#### INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:

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

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

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

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

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

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

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

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

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## GLOSSARY OF TERMS

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

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

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

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

**Bid:** The offer submitted by a vendor in a response to written solicitation.

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

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments

and any necessary legal actions.

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

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract or awarded purchase order to furnish commodities or goods.

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

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

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

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

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

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

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

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

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

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

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

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

**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 Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

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

**Must:** See Shall/Will/Must.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Proposal:** See Bid.

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

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

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

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

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

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

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

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

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

**Should:** Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing Disability Related Products for Clients at a competitive and reasonable cost. A detailed description can be found in Section VI, C through G.

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

**B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

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

Name: Nancy Storant  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
  
E-Mail: [as.materieipurchasing@nebraska.gov](mailto:as.materieipurchasing@nebraska.gov)

**C. COMMUNICATION WITH STATE STAFF**

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

The following exceptions to these restrictions are permitted:

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

Violation of these conditions may be cause to reject a Bidder's bid and/or withdraw an award.

**D. SCHEDULE OF EVENTS**

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

ACTIVITY		DATE/TIME
1.	Release ITB	March 9, 2017
2.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	March 16, 2017 2:00 PM Central Time
3.	Review for conformance of mandatory requirements	March 16, 2017
4.	Evaluation period	March 17, 2017 through March 23, 2017
5.	Contract finalization period	March 24, 2017 through March 31, 2017
6.	Contract award	April 1, 2017
7.	Contractor start date	April 1, 2017

**E. RECYCLING (§ 81-15,159(d)(2))**

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



**F. 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.

**G. ETHICS IN PUBLIC CONTRACTING**

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

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

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

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

**H. 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 ITB will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**I. BID PREPARATION COSTS**

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

**J. 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.

**K. PRICES**

All prices, costs, and terms and conditions outlined in the bid shall remain fixed and valid commencing on the opening date of the bid until termination of the contract. No additional software vendors may be added to this contract without the approval of the Department of Administrative Services, State Purchasing Bureau.

**L. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the ITB (Sections II and VI) become a part of the terms and conditions of the contract resulting from this ITB. Any deviations from the ITB in Section II and 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 ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

**M. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must

indicate on the ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

**N. VALID BID TIME**

Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the ITB.

**O. LUMP SUM OR 'ALL OR NONE' BIDS**

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

**P. BID REQUIREMENTS**

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

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI; and
4. Completed ITB Form or State's Bid Sheet.

**Q. FAILURE TO COMPLY WITH INVITATION TO BID**

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

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. Suspension of the 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.

**R. SUBMISSION OF BIDS**

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

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

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

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

**S. EMAIL SUBMISSIONS**

The SPB will not accept bids by email except for one-time purchases under \$25,000.00. .

**T. 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. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**U. 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.

**V. BID OPENING**

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

**W. BEST AND FINAL OFFER**

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

**X. REFERENCE AND CREDIT CHECKS**

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

**Y. 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.

**Z. 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.

**AA. AWARD**

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

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

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

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

The protest procedure is available on the Internet at:

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

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

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

Accept or reject a portion of or all of a bid;

Accept or reject all bids;  
Withdraw the ITB;  
Elect to rebid the ITB;  
Award single lines or multiple lines to one or more Bidders; or,  
Award one or more complete contracts.

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

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

**II. TERMS AND CONDITIONS**


**Bidders should complete Section II through VI as part of their bid.** Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using 'Track Changes'. Upon request an electronic copy of the bid with 'Track Changes' must be submitted in an editable Word format. By signing the ITB 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 ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

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

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

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

**A. GENERAL**

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

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


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

These documents constitute the entirety of the contract.

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

John Doe  
 Vice President  
 Frisky's Company  
 1234 A Street  
 Lincoln, Nebraska 68508

Nancy Storant  
 Buyer  
 Purchasing  
 1526 K Street, Suite 130  
 Lincoln, Nebraska 88508


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. GOVERNING LAW**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

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

**D. CHANGE ORDERS OR SUBSTITUTIONS**

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


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

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

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

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

**E. BREACH**


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

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 Contractor, 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 contractor. The State may recover from the Contractor 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 Contractor's breach.

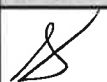
The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

**F. NON-WAIVER OF BREACH**

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


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.

**G. SEVERABILITY**

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

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.

**H. INDEMNIFICATION**

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

**1. GENERAL**

The Contractor 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 Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**


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

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

**3. SELF-INSURANCE (Statutory)**

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


**I. ATTORNEY'S FEES**

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

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




**J. ASSIGNMENT, SALE, OR MERGER**

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

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

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


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

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

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


The Contractor 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.

**L. FORCE MAJEURE**

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

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


**M. CONFIDENTIALITY**

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

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.

**N. EARLY TERMINATION**

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

The contract may be terminated as follows:

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

**O. CONTRACT CLOSEOUT**

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


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

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

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

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

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

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

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor 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 Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

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

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

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


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

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

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


The Contractor 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 Contractors 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 Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

**D. COOPERATION WITH OTHER CONTRACTORS**

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


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

**E. PERMITS, REGULATIONS, LAWS**

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

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

**F. INSURANCE REQUIREMENTS**

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Accord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or with in one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

**3. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, prior to beginning work and upon, a certificate of insurance coverage complying with the above requirements to the attention of:

Commission for the Blind and Visually Impaired  
4600 Valley Road, Suite 100  
Lincoln, NE 68510-4844

These certificates or the cover sheet shall reference the ITB number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**G. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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

**H. ANTITRUST**

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

The Contractor 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.

**I. CONFLICT OF INTEREST**

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

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


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

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

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



**J. ADVERTISING**


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

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

**K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor 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 Contractor'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.


**L. DRUG POLICY**

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

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


**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

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


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

**B. TAXES**

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


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

**C. INVOICES**

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

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

**D. INSPECTION AND APPROVAL**

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

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

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

**E. PAYMENT (Statutory)**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

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

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

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

**H. RIGHT TO AUDIT (Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor 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 Contractor 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 Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor 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 contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor 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 Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

**V. SCOPE OF WORK**

The Bidder should provide the following information in response to this ITB.

**A. SCOPE**

It is the intent of this bid invitation to establish a contract to supply Disability Related Products for Clients per the attached specifications from date of award for a period of two (2) years with the option to renew for an additional four (4) one (1) year periods when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

All items bid shall be of the latest manufacture in production as of the date of the ITB and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Disability Related Products for Clients 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.

**B. AMENDMENT**

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

**C. REVISIONS**

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

**VI. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**A. BIDDER INSTRUCTIONS**

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

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

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

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

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
yes			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.
yes			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to <a href="mailto:as.materielpurchasing@nebraska.gov">AS Materiel Purchasing as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
<b>NOTES/COMMENTS:</b>			

**C. TECHNICAL SPECIFICATIONS: Accessibility dot.net Distributed Products that include the following:**

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. Kurzweil 1000 that includes: Scan and read software for the blind
yes			2. NuEyes Smart Glasses
<b>NOTES/COMMENTS:</b>			

**D. TECHNICAL SPECIFICATION: HIMS Distributed Products that include the following:**

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. Blaze ET and Smart Beetle Bundle
yes			2. Blaze ET and Smart Beetle Bundle w/Pop
yes			3. Blaze ET Book Player
yes			4. Blaze EZ Book Player
yes			5. Braille EDGE 40 Braille Display
yes			6. Braille Sense U2 MINI notetaker
yes			7. Braille Sense U2 notetaker
yes			8. Braille Sense U2 QWERTY notetaker
yes			9. CANDY 4 HD hand-held video magnifier
yes			10. CANDY 5 HD hand-held video magnifier
yes			11. CANDY 4 HD hand-held video magnifier
yes			12. E-bot ADV portable video magnifier
yes			13. E-bot portable video magnifier
yes			14. E-bot PRO portable video magnifier
yes			15. GoVision portable video magnifier
yes			16. Lifestyle HD desktop video magnifier
yes			17. Smart Beetle braille display
<b>NOTES/COMMENTS:</b>			

**E. TECHNICAL SPECIFICATION: Humanware Distributed Products that include the following:**

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. BrailleNote Apex Notetaker
yes			2. BrailleNote Touch
yes			3. BrailleNote Touch Notetaker
yes			4. Brailiant Braille Displays
yes			5. Enabling Embossers
yes			6. explore Handheld Video Magnifiers

yes			7. Juliet
yes			8. Mountbatten braille family of products
yes			9. Phoenix
yes			10. PIAF – Pictures in a Flash
yes			11. Prodigy Digital Vision Assistant
yes			12. Reading Aids (electronic magnifiers)
yes			13. Romeo
yes			14. Romeo Attache Pro
yes			15. Smartview 360 distance viewing CCTV
yes			16. Victor Reader book players (Stream & Stratus)
NOTES/COMMENTS:			

**F. TECHNICAL SPECIFICATION: IRIE AT Master Distributor of Products that include the following:**

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. Dolphin Software that include: Easyconvertor Guide Guide Reader SuperMova
yes			2. INDEX Braille Embosser that include: Basic-D Braille Box Everest
yes			3. NeoAccess that includes: All NeoBraille-branded braille displays
yes			4. Thinkable Tactile View Graphics Software
	no		5. Zoomax portable video magnifiers
NOTES/COMMENTS: Zoomax portable video magnifiers have been dropped by IRIE-AT.			

**G. TECHNICAL SPECIFICATION: VFO Distributed Products that include the following:**

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. AbiSEE
yes			2. Ai Squared which includes: Image Reader Sitecues Window Eyes Zoomtext camera

yes			Zoomtext software for PC and MAC
yes			3. Freedom Software that includes: Eye-Pal scan and read products JAWS MAGic Openbook
yes			4. Optelec products that include: Clear Rader Scan and Read Clearview Desktop Video Magnifiers Compact Hand-held Video Magnifiers PoerMag optic Magnifiers Travellor Portable video magnifier
NOTES/COMMENTS:			

**H. DELIVERY ARO**

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. Delivery desired within thirty (30) days after receipt of order(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.
NOTES/COMMENTS:			

**I. PACKAGING**

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			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.
NOTES/COMMENTS:			



**J. ORDERS**

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

**K. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. 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. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
NOTES/COMMENTS:			

**L. PRICES**

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. Price quoted shall be unit price and shall be firm for the life of the contract including all renewals and extension. and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. The State will be given full proportionate benefit of any decrease for the term of the contract including all renewals and extensions. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.
NOTES/COMMENTS:			

**M. GRAY MARKET PRODUCTS PROHIBITION**

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			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:			

**N. AUTHORIZED DEALER & WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			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 the SPB within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
NOTES/COMMENTS:			

**O. WARRANTY**

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

P. SUBSTITUTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. Vendor will not substitute any item that has been awarded without prior written approval of SPB.
NOTES/COMMENTS:			

Q. SECRETARY OF STATE REGISTRATION REQUIREMENTS

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

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

→ to be sent separately

**Form A**  
**Bidder Contact Sheet**  
**Invitation To Bid Number 5553 OF**

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

Preparation of ITB Contact Information	
Bidder Name:	NanoPac, Inc
Bidder Address:	4823 S. Sheridan Rd., Ste. 302 Tulsa, OK 74145
Contact Person & Title:	Maria Swatek, office manager
E-mail Address:	maria@nanopac.com
Telephone Number (Office):	918-665-0329
Telephone Number (Cellular):	918-636-5852
Fax Number:	918-665-0361

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

Communication with the State Contact Information	
Bidder Name:	NanoPac, Inc.
Bidder Address:	4823 S. Sheridan Rd., Ste. 302 Tulsa, OK 74145
Contact Person & Title:	Patrick Fischer, Nebraska Sales
E-mail Address:	Patrick@nanopac.com
Telephone Number (Office):	402-699-4357
Telephone Number (Cellular):	402-699-4357
Fax Number:	918-665-0361

INVITATION TO BID # 5553 OF BID SHEET

<u>Description</u>	<u>Minimum % Discount</u>
1. Accessibility dot.net Distributed Products	
% off discount for the following products:	
Kurzwell 1000 products	<u>4</u> %
NuEyes Smart Glasses	<u>4</u> %
2. HIMS Distributed Products	
% off discount for the following products:	
Blaze Products	<u>4</u> %
Braille Edge and Sense Products	<u>4</u> %
Candy Products	<u>4</u> %
E-bot Products	<u>4</u> %
GoVision Products	<u>4</u> %
Lifestyle video magnifier products	<u>4</u> %
Smart Beetle products	<u>4</u> %
3. Humanware Distributed Products	
% off discount for the following products:	
BrailleNote products	<u>4</u> %
Brailliant Braille products	<u>4</u> %
Enabling Embossers products	<u>4</u> %
explore Handheld products	<u>4</u> %
Juliet products	<u>4</u> %
Mountbatten braille products	<u>4</u> %
Phoenix products	<u>4</u> %
PIAF products	<u>4</u> %
Prodigi Digital Vision products	<u>4</u> %
Reading Aid products	<u>4</u> %
Romeo Products	<u>4</u> %
Smartview products	<u>4</u> %
Victor Reader products	<u>4</u> %
4. IRIE AT Master Distributor of Products	
% off discount for the following products:	
Dolphin products	<u>4</u> %
INDEX Braille Embosser products	<u>4</u> %
NeoAccess products	<u>4</u> %
Thinkable Tactile View Graphic products	<u>4</u> %
Zoomax products	<u>4</u> %
5. VFO Distributed Products	
% off discount for the following products:	
AbiSEE products	<u>4</u> %
Ai Squared products	<u>4</u> %
Freedom Software products	<u>4</u> %
Optelec products	<u>4</u> %

# State of Nebraska - INVITATION TO BID CONTRACT

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

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

Date	3/9/17	Page	1 of 1
Solicitation Number	5553 OF		
Opening Date and Time	RETURN MAIL		
Buyer	NANCY STORANT (AS)		

**DESTINATION OF GOODS**  
NE COMM BLIND & VISUALLY IMPAIRED  
4600 VALLEY RD STE 100  
LINCOLN NE 68510-4844

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

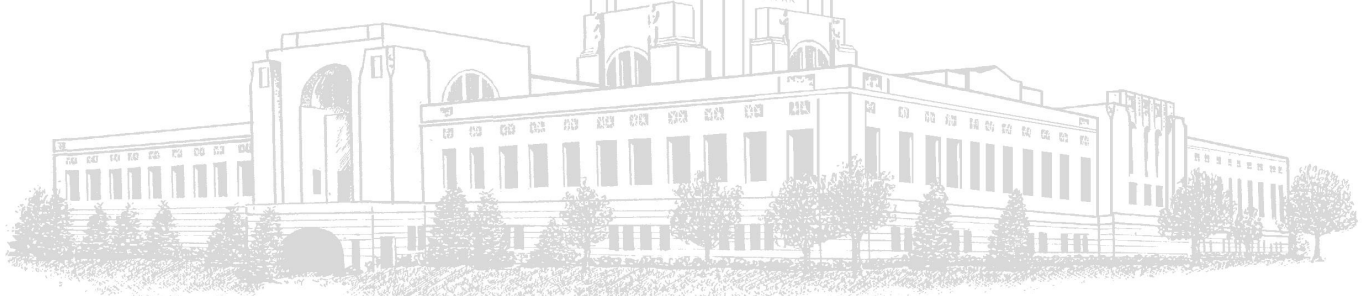
\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver Disability Related Products for Clients to the State of Nebraska as per the attached specifications for a two (2) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(ss 3/8/17)

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	DISABILITY RELATED PRODUCTS FOR CLIENT PURCHASES	See Bid Sheet	\$	_____	_____



### 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 (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within \_\_\_\_\_ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

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

Enter Contact Information Below

VENDOR# \_\_\_\_\_  
VENDOR: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
Facsimile \_\_\_\_\_  
Email \_\_\_\_\_  
\_\_\_\_\_

# INVITATION TO BID

Number 5553-OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for a Commodity contract, ITB Number 5553 OF for the purpose of selecting a qualified Bidder to provide Disability Related Products for Clients. Specifications can be found in Section 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.

The term of the contract will be two (2) years commencing upon contract award. The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

## INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:

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

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

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

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

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

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

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

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

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## GLOSSARY OF TERMS

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

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

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

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

**Bid:** The offer submitted by a vendor in a response to written solicitation.

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

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments

and any necessary legal actions.

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

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract or awarded purchase order to furnish commodities or goods.

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

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

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

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

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

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

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

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

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

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

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

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

**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 Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

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

**Must:** See Shall/Will/Must.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Proposal:** See Bid.

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

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

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

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

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

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

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

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

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

**Should:** Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing Disability Related Products for Clients at a competitive and reasonable cost. A detailed description can be found in Section VI, C through G.

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

**B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

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

Name: Nancy Storant  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

**C. COMMUNICATION WITH STATE STAFF**

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

The following exceptions to these restrictions are permitted:

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

Violation of these conditions may be cause to reject a Bidder's bid and/or withdraw an award.

**D. SCHEDULE OF EVENTS**

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

ACTIVITY		DATE/TIME
1.	Release ITB	March 9, 2017
2.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	March 16, 2017 2:00 PM Central Time
3.	Review for conformance of mandatory requirements	March 16, 2017
4.	Evaluation period	March 17, 2017 through March 23, 2017
5.	Contract finalization period	March 24, 2017 through March 31, 2017
6.	Contract award	April 1, 2017
7.	Contractor start date	April 1, 2017

**E. RECYCLING (§ 81-15,159(d)(2))**

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

**F. 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.

**G. ETHICS IN PUBLIC CONTRACTING**

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

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

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

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

**H. 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 ITB will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**I. BID PREPARATION COSTS**

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

**J. 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.

**K. PRICES**

All prices, costs, and terms and conditions outlined in the bid shall remain fixed and valid commencing on the opening date of the bid until termination of the contract. No additional software vendors may be added to this contract without the approval of the Department of Administrative Services, State Purchasing Bureau.

**L. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the ITB (Sections II and VI) become a part of the terms and conditions of the contract resulting from this ITB. Any deviations from the ITB in Section II and 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 ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

**M. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must

indicate on the ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

**N. VALID BID TIME**

Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the ITB.

**O. LUMP SUM OR 'ALL OR NONE' BIDS**

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

**P. BID REQUIREMENTS**

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

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI; and
4. Completed ITB Form or State's Bid Sheet.

**Q. FAILURE TO COMPLY WITH INVITATION TO BID**

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

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. Suspension of the 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.

**R. SUBMISSION OF BIDS**

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

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

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

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

**S. EMAIL SUBMISSIONS**

The SPB will not accept bids by email except for one-time purchases under \$25,000.00. .

**T. 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. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.



**U. 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.

**V. BID OPENING**

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

**W. BEST AND FINAL OFFER**

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

**X. REFERENCE AND CREDIT CHECKS**

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

**Y. 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.

**Z. 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.

**AA. AWARD**

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

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

Once the Intent to Award decision has been made, an Intent to Award will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

The protest procedure is available on the Internet at: [http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf)

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

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

Accept or reject a portion of or all of a bid;

Accept or reject all bids;  
Withdraw the ITB;  
Elect to rebid the ITB;  
Award single lines or multiple lines to one or more Bidders; or,  
Award one or more complete contracts.

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

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

**II. TERMS AND CONDITIONS**

**Bidders should complete Section II through VI as part of their bid.** Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using 'Track Changes'. Upon request an electronic copy of the bid with 'Track Changes' must be submitted in an editable Word format. By signing the ITB 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 ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

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

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

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

**A. GENERAL**

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

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

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

These documents constitute the entirety of the contract.

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

John Doe  
 Vice President  
 Frisky's Company  
 1234 A Street  
 Lincoln, Nebraska 68508

Nancy Storant  
 Buyer  
 Purchasing  
 1526 K Street, Suite 130  
 Lincoln, Nebraska 88508

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. GOVERNING LAW**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

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

**D. CHANGE ORDERS OR SUBSTITUTIONS**

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

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

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

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

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

**E. BREACH**

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

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 Contractor, 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 contractor. The State may recover from the Contractor 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 Contractor's breach.

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

**F. NON-WAIVER OF BREACH**

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

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.

**G. SEVERABILITY**

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

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.

**H. INDEMNIFICATION**

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

**1. GENERAL**

The Contractor 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 Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

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

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

**3. SELF-INSURANCE (Statutory)**

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

**I. ATTORNEY’S FEES**

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

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

**J. ASSIGNMENT, SALE, OR MERGER**

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

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

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

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

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

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

The Contractor 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.

**L. FORCE MAJEURE**

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

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

**M. CONFIDENTIALITY**

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

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.

**N. EARLY TERMINATION**

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

The contract may be terminated as follows:

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



**O. CONTRACT CLOSEOUT**

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

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

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

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

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

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

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

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor 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 Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

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

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

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

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

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

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

The Contractor 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 Contractors 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 Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

**D. COOPERATION WITH OTHER CONTRACTORS**

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

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

**E. PERMITS, REGULATIONS, LAWS**

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

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

**F. INSURANCE REQUIREMENTS**

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Accord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
  2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
  3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.
- The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or with in one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

### 3. EVIDENCE OF COVERAGE

The Contractor should furnish the State, prior to beginning work and upon, a certificate of insurance coverage complying with the above requirements to the attention of:

Commission for the Blind and Visually Impaired  
4600 Valley Road, Suite 100  
Lincoln, NE 68510-4844

These certificates or the cover sheet shall reference the ITB number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**G. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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

**H. ANTITRUST**

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

The Contractor 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.

**I. CONFLICT OF INTEREST**

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

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

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

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

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

**J. ADVERTISING**

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

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

**K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor 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 Contractor'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.

**L. DRUG POLICY**

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

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

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

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

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

**B. TAXES**

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

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

**C. INVOICES**

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

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

**D. INSPECTION AND APPROVAL**

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

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

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



**E. PAYMENT (Statutory)**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

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

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

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

**H. RIGHT TO AUDIT (Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor 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 Contractor 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 Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor 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 contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor 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 Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## **V. SCOPE OF WORK**

The Bidder should provide the following information in response to this ITB.

### **A. SCOPE**

It is the intent of this bid invitation to establish a contract to supply Disability Related Products for Clients per the attached specifications from date of award for a period of two (2) years with the option to renew for an additional four (4) one (1) year periods when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

All items bid shall be of the latest manufacture in production as of the date of the ITB and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Disability Related Products for Clients 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.

### **B. AMENDMENT**

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

### **C. REVISIONS**

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

**VI. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**A. BIDDER INSTRUCTIONS**

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

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

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

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

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.
			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
<b>NOTES/COMMENTS:</b>			

**C. TECHNICAL SPECIFICATIONS: Accessibility dot.net Distributed Products that include the following:**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Kurzweil 1000 that includes: Scan and read software for the blind
			2. NuEyes Smart Glasses
<b>NOTES/COMMENTS:</b>			

**D. TECHNICAL SPECIFICATION: HIMS Distributed Products that include the following:**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Blaze ET and Smart Beetle Bundle
			2. Blaze ET and Smart Beetle Bundle w/Pop
			3. Blaze ET Book Player
			4. Blaze EZ Book Player
			5. Braille EDGE 40 Braille Display
			6. Braille Sense U2 MINI notetaker
			7. Braille Sense U2 notetaker
			8. Braille Sense U2 WERTY notetaker
			9. CANDY 4 HD hand-held video magnifier
			10. CANDY 5 HD hand-held video magnifier
			11. CANDY 4 HD hand-held video magnifier
			12. E-bot ADV portable video magnifier
			13. E-bot portable video magnifier
			14. E-bot PRO portable video magnifier
			15. GoVision portable video magnifier
			16. Lifestyle HD desktop video magnifier
			17. Smart Beetle braille display
<b>NOTES/COMMENTS:</b>			

**E. TECHNICAL SPECIFICATION: Humanware Distributed Products that include the following:**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. BrailleNote Apex Notetaker
			2. BrailleNote Touch
			3. BrailleNote Touch Notetaker
			4. Brailliant Braille Displays
			5. Enabling Embossers
			6. explore Handheld Video Magnifiers

			7. Juliet
			8. Mountbatten braille family of products
			9. Phoenix
			10. PIAF – Pictures in a Flash
			11. Prodigy Digital Vision Assistant
			12. Reading Aids (electronic magnifiers)
			13. Romeo
			14. Romeo Attache Pro
			15. Smartview 360 distance viewing CCTV
			16. Victor Reader book players (Stream & Stratus)
<b>NOTES/COMMENTS:</b>			

**F. TECHNICAL SPECIFICATION: IRIE AT Master Distributor of Products that include the following:**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Dolphin Software that include: Easyconvertor Guide Guide Reader SuperMova
			2. INDEX Braille Embosser that include: Basic-D Braille Box Everest
			3. NeoAccess that includes: All NeoBraille-branded braille displays
			4. Thinkable Tactile View Graphics Software
			5. Zoomax portable video magnifiers
<b>NOTES/COMMENTS:</b>			

**G. TECHNICAL SPECIFICATION: VFO Distributed Products that include the following:**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. AbiSEE
			2. Ai Squared which includes: Image Reader Sitecues Window Eyes Zoomtext camera

			Zoomtext software for PC and MAC
			3. Freedom Software that includes: Eye-Pal scan and read products JAWS MAGic Openbook
			4. Optelec products that include: Clear Rader Scan and Read Clearview Desktop Video Magnifiers Compact Hand-held Video Magnifiers PoerMag optic Magnifiers Travellor Portable video magnifier
<b>NOTES/COMMENTS:</b>			

**H. DELIVERY ARO**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Delivery desired within thirty (30) days after receipt of order(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.
<b>NOTES/COMMENTS:</b>			

**I. PACKAGING**

YES	NO	NO & PROVIDE ALTERNATIVE	
			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.
<b>NOTES/COMMENTS:</b>			

**J. ORDERS**

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

**K. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. 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. 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.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**L. PRICES**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Price quoted shall be unit price and shall be firm for the life of the contract including all renewals and extension. and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. The State will be given full proportionate benefit of any decrease for the term of the contract including all renewals and extensions. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**M. GRAY MARKET PRODUCTS PROHIBITION**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>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.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**N. AUTHORIZED DEALER & WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>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 the SPB within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**O. WARRANTY**

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



**P. SUBSTITUTIONS**

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

**Q. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

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

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

**Form A**  
**Bidder Contact Sheet**  
**Invitation To Bid Number 5553 OF**

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

Preparation of ITB Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

INVITATION TO BID # 5553 OF BID SHEET

<u>Description</u>	<u>Minimum % Discount</u>
1. Accessibility dot.net Distributed Products	
% off discount for the following products:	
Kurzwell 1000 products	_____ %
NuEyes Smart Glasses	_____ %
2. HIMS Distributed Products	
% off discount for the following products:	
Blaze Products	_____ %
Braille Edge and Sense Products	_____ %
Candy Products	_____ %
E-bot Products	_____ %
GoVision Products	_____ %
Lifestyle video magnifier products	_____ %
Smart Beetle products	_____ %
3. Humanware Distributed Products	
% off discount for the following products:	
BrailleNote products	_____ %
Brailliant Braille products	_____ %
Enabling Embossers products	_____ %
explore Handheld products	_____ %
Juliet products	_____ %
Mountbatten braille products	_____ %
Phoenix products	_____ %
PIAF products	_____ %
Prodigi Digital Vision products	_____ %
Reading Aid products	_____ %
Romeo Products	_____ %
Smartview products	_____ %
Victor Reader products	_____ %
4. IRIE AT Master Distributor of Products	
% off discount for the following products:	
Dolphin products	_____ %
INDEX Braille Embosser products	_____ %
NeoAccess products	_____ %
Thinkable Tactile View Graphic products	_____ %
Zoomax products	_____ %
5. VFO Distributed Products	
% off discount for the following products:	
AbiSEE products	_____ %
Ai Squared products	_____ %
Freedom Software products	_____ %
Optelec products	_____ %