

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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

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

CONTRACT NUMBER
89147 04

PAGE 1 of 5	ORDER DATE 01/15/20
BUSINESS UNIT 46070051	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 504009	
VENDOR ADDRESS: JOHN R WALD COMPANY, INC 10576 FAIRGROUNDS RD HUNTINGDON PA 16652-7152	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JANUARY 15, 2020 THROUGH JANUARY 14, 2026

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR 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 VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6152 Z1

Contract to supply and deliver License Plate Blanking Line to the State of Nebraska as per the attached specifications for the period January 15, 2020 through January 14, 2026. The contract may be renewed for two (2) additional three (3) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Lynn Conaway, Vice President Sales & Marketing
Phone (Office): 814-643-3908
Phone (Cell): 814-599-3092
Fax: 814-643-5300
E-Mail: LConaway@jrwald.com

(1/15/20 sc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	FINAL PROJECT PLAN MILESTONE 1	1.0000	EA	59,735.0000	59,735.00
2	EQUIP DELIVERED MILESTONE 2	1.0000	EA	238,950.0000	238,950.00
3	FINAL IMPLEMENTATION MILESTONE 3	1.0000	EA	298,690.0000	298,690.00
4	OPT ENGINEER YEAR 1	1.0000	HR	150.0000	150.00
5	OPT TECHNICIAN YEAR 1	1.0000	HR	130.0000	130.00
6	OPT EXECUTIVE MNGMT YEAR 1	1.0000	HR	150.0000	150.00
7	MAINTENANCE AND OP	1.0000	EA	18,000.0000	18,000.00

1/28/20 Annette Walton 1-24-2020
PK BUYER 1/28/2020
MATERIEL ADMINISTRATOR

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	YEAR 2				
8	EXTENDED WARRANTY YEAR 2	1.0000	EA	2,400.0000	2,400.00
9	OPT ENGINEER YEAR 2	1.0000	HR	150.0000	150.00
10	OPT TECHNICIAN YEAR 2	1.0000	HR	130.0000	130.00
11	OPT EXECUTIVE MNGMT YEAR 2	1.0000	HR	150.0000	150.00
12	MAINTENANCE AND OP YEAR 3	1.0000	EA	18,540.0000	18,540.00
13	EXTENDED WARRANTY YEAR 3	1.0000	EA	2,520.0000	2,520.00
14	OPT ENGINEER YEAR 3	1.0000	HR	150.0000	150.00
15	OPT TECHNICIAN YEAR 3	1.0000	HR	130.0000	130.00
16	OPT EXECUTIVE MNGMT YEAR 3	1.0000	HR	150.0000	150.00
17	MAINTENANCE AND OP YEAR 4	1.0000	EA	19,100.0000	19,100.00
18	EXTENDED WARRANTY YEAR 4	1.0000	EA	2,646.0000	2,646.00
19	OPT ENGINEER YEAR 4	1.0000	HR	150.0000	150.00
20	OPT TECHNICIAN YEAR 4	1.0000	HR	130.0000	130.00
21	OPT EXECUTIVE MNGMT YEAR 4	1.0000	HR	150.0000	150.00
22	MAINTENANCE AND OP YEAR 5	1.0000	EA	19,670.0000	19,670.00
23	EXTENDED WARRANTY	1.0000	EA	2,778.0000	2,778.00


BUYER INITIALS

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	YEAR 5				
24	OPT ENGINEER YEAR 5	1.0000	HR	150.0000	150.00
25	OPT TECHNICIAN YEAR 5	1.0000	HR	130.0000	130.00
26	OPT EXECUTIVE MNGMT YEAR 5	1.0000	HR	150.0000	150.00
27	MAINTENANCE AND OP YEAR 6	1.0000	EA	20,250.0000	20,250.00
28	EXTENDED WARRANTY YEAR 6	1.0000	EA	2,915.0000	2,915.00
29	OPT ENGINEER YEAR 6	1.0000	HR	150.0000	150.00
30	OPT TECHNICIAN YEAR 6	1.0000	HR	130.0000	130.00
31	OPT EXECUTIVE MNGMT YEAR 6	1.0000	HR	150.0000	150.00
32	MAINTENANCE AND OP YEAR 7	1.0000	EA	20,865.0000	20,865.00
33	EXTENDED WARRANTY YEAR 7	1.0000	EA	3,060.0000	3,060.00
34	OPT ENGINEER YEAR 7	1.0000	HR	150.0000	150.00
35	OPT TECHNICIAN YEAR 7	1.0000	HR	130.0000	130.00
36	OPT EXECUTIVE MNGMT YEAR 7	1.0000	HR	150.0000	150.00
37	MAINTENANCE AND OP YEAR 8	1.0000	EA	21,490.0000	21,490.00
38	EXTENDED WARRANTY YEAR 8	1.0000	EA	3,215.0000	3,215.00
39	OPT ENGINEER	1.0000	HR	150.0000	150.00


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PAGE 4 of 5	ORDER DATE 01/15/20
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CONTRACT NUMBER
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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	YEAR 8				
40	OPT TECHNICIAN YEAR 8	1.0000	HR	130.0000	130.00
41	OPT EXECUTIVE MNGMT YEAR 8	1.0000	HR	150.0000	150.00
42	MAINTENANCE AND OP YEAR 9	1.0000	EA	22,135.0000	22,135.00
43	EXTENDED WARRANTY YEAR 9	1.0000	EA	3,375.0000	3,375.00
44	OPT ENGINEER YEAR 9	1.0000	HR	150.0000	150.00
45	OPT TECHNICIAN YEAR 9	1.0000	HR	130.0000	130.00
46	OPT EXECUTIVE MNGMT YEAR 9	1.0000	HR	150.0000	150.00
47	MAINTENANCE AND OP YEAR 10	1.0000	EA	22,800.0000	22,800.00
48	EXTENDED WARRANTY YEAR 10	1.0000	EA	3,545.0000	3,545.00
49	OPT ENGINEER YEAR 10	1.0000	HR	150.0000	150.00
50	OPT TECHNICIAN YEAR 10	1.0000	HR	130.0000	130.00
51	OPT EXECUTIVE MNGMT YEAR 10	1.0000	HR	150.0000	150.00
52	MAINTENANCE AND OP YEAR 11	1.0000	EA	23,485.0000	23,485.00
53	EXTENDED WARRANTY YEAR 11	1.0000	EA	3,725.0000	3,725.00
54	OPT ENGINEER YEAR 11	1.0000	HR	150.0000	150.00
55	OPT TECHNICIAN	1.0000	HR	130.0000	130.00


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CONTRACT NUMBER
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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	YEAR 11				
56	OPT EXECUTIVE MNGMT YEAR 11	1.0000	HR	150.0000	150.00
57	MAINTENANCE AND OP YEAR 12	1.0000	EA	24,190.0000	24,190.00
58	EXTENDED WARRANTY YEAR 12	1.0000	EA	3,910.0000	3,910.00
59	OPT ENGINEER YEAR 12	1.0000	HR	150.0000	150.00
60	OPT TECHNICIAN YEAR 12	1.0000	HR	130.0000	130.00
61	OPT EXECUTIVE MNGMT YEAR 12	1.0000	HR	150.0000	150.00
Total Order					867,149.00


BUYER INITIALS

ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 89147 O4 License Plate Blanking Line
Between
The State of Nebraska and John R Wald Company, Inc.

The following clauses, Addendum One of Contract 89147 O4 have been reviewed and agreed upon between John R Wald Company, Inc. "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for License Plate Blanking Line. The clauses of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the clauses indicated in Sections II - IV of the Request for Proposal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the clauses and certifies Contractor maintains a drug free work place environment.

I. TERMS AND CONDITIONS

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

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

A. GENERAL

The contract shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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 of Nebraska.

B. NOTIFICATION

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

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 five (5) calendar days following deposit in the mail.

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. NOTICE BUYER'S REPRESENTATIVE

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

D. GOVERNING LAW (Statutory)

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

E. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the original solicitation. 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 Contractor shall prepare a written description of the work required due to the change and 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 proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal 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.

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

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

H. VENDOR PERFORMANCE REPORT(S)

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

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 default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR 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 and protections.

K. NON-WAIVER OF BREACH

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.

L. SEVERABILITY

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.

M. INDEMNIFICATION

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 third party 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 contract.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska 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 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

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

O. PERFORMANCE BOND

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid through final implementation and acceptance by the State of the blanking line, (Milestone 3). The amount of the bond must be equal to the amount bid for final implementation of the blanking line (the total sum bid for Milestone 1, 2, and 3). The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. Once Milestone 3 has been completed to the satisfaction of the State, which requires full implementation of the blanking line, all testing has been performed, all manuals have been provided pursuant to Section V.H.1.a. of the RFP, training has been completed pursuant to Section V.H.1.b. of RFP, and the State has completed the final inspection and has approved of the blanking line in writing, the bond will be returned. .

P. ASSIGNMENT, SALE, OR MERGER

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.

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

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. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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.

R. FORCE MAJEURE

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 grant 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.

S. CONFIDENTIALITY

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.

T. EARLY TERMINATION

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, in 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.

U. CONTRACT CLOSEOUT

Upon contract closeout for any reason the Contractor shall within 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; and,
7. Return all data in a mutually acceptable format and manner.

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

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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 proposal 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.

All personnel assigned by the Contractor to the contract 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 should be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal 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 subcontractor 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 services within the State of Nebraska. 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 Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US 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.
4. 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 of Nebraska, 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 to 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 and services related to this contract.

D. COOPERATION WITH OTHER CONTRACTORS

Contractor may be required to work with or in close proximity to other Contractors or individuals that may be working on 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

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 execution 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. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord 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 within 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 contractors' 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 of Nebraska, 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		
COMMERCIAL GENERAL LIABILITY		
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
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
COMMERCIAL AUTOMOBILE LIABILITY		
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
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$4,000,000 per occurrence
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency Cornhusker State Industries
 Attn: Business Manager
 Address 800 Pioneers Blvd
 City, State, Zip Lincoln, NE 68502

These certificates or the cover sheet shall reference the RFP 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 the contract manager as listed above 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.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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.

I. ANTITRUST

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.

J. CONFLICT OF INTEREST

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

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

If there is an actual or perceived conflict of interest, contractor notify the state with a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject.

K. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

L. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

1. NDCS SECURITY

- a. CONTRACTOR'S personnel shall be subject to Nebraska Department of Correctional Services' (NDCS) background security checks prior to their arrival on site, and will carry proper identification with them at all times while on facility grounds. Please see Attachment One Personal Information for Security Check NDCS form DCS-A-per-002-pc
- b. CONTRACTOR shall provide a list of personnel commitments and their information prior to the start of the contract. The list of personnel shall not be changed without the prior written approval of NDCS. Replacement of key personnel, if approved by NDCS, shall be with personnel of equal or greater ability and qualifications.
- c. CONTRACTOR shall make its employees aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an inmate or parolee if such person subjects an inmate or parolee to sexual penetration or sexual contact, because an inmate or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' inmates. CONTRACTOR will promptly notify NDCS if allegations of sexual abuse or contact become known.
- d. CONTRACTOR shall make his/her employees aware of the Nebraska Department of Correctional Services, Policy 112.31 (Code of Ethics and Conduct). Please see Attachment Four – Administrative Regulation 112.31. CONTRACTOR may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct). Please see Attachment Three - Receipt of Rules.

- e. CONTRACTOR shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in CONTRACTOR'S locked vehicle while on NDCS-owned or controlled property.
- f. CONTRACTOR'S personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
- g. Wireless devices and/or cellular phones are prohibited at NDCS facilities unless prior approval is given. If wireless devices are necessary for use on site at NDCS, CONTRACTOR will seek prior approval to carry such devices by requesting the Cellular Device Institutional Use Report form. All persons are prohibited from providing a cellphone/electronic communication device to an inmate of any facility, per PD 104.06. Please see Attachment Five – Cellular Device Institutional Use Request and Attachment Six – Administrative Regulation 104.06 Computer Equipment Telephone Usage.

M. ADVERTISING

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 or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. DISASTER RECOVERY/BACK UP PLAN

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

O. DRUG POLICY

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.

P. WARRANTY

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

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this contract. 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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

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

Accounts Payable Contact: (402) 479-5715

Invoices may be emailed to: DCSAccountsPayable@nebraska.gov

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

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

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the 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 goods and 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 (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' 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. Under no circumstance will the 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 one-half of one percent (.05%) 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.

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: 

Name: Doug Carlson

Title: Material Administrator

Date: 1/28/2020

Contractor: John R Wald Company, Inc.

By: 

Name: Douglas A. Tietjens

Title: Vice President of Operations

Date: 1/10/2020

For public information purposes only; not part of contract.

**Request for Proposal Number 6152 Z1
Contract Number 89147 O4
Proposal Opening: November 18, 2019**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

NONE



ORIGINAL

BID BOOK

License Plate Blanking Line

**State of Nebraska
Department of Administrative Services
Materiel Division
State Purchasing Bureau**

Request for Proposal Number 6152 Z1

PREPARED BY

**JOHN R. WALD COMPANY, INC.
HUNTINGDON, PENNSYLVANIA**

November 14, 2019



November 14, 2019

Annette Walton / Nancy Storant, Buyers
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Subject: Request for Proposal Number 6152 Z1 (License Plate Blanking Line) - Supplement

Dear Ms. Walton & Ms. Storant:

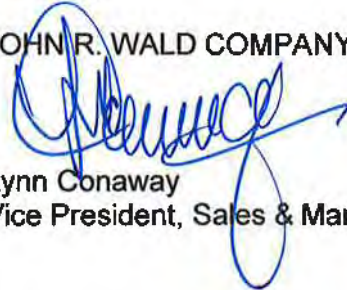
Please find enclosed the detail drawings as a supplement to our proposal for the subject RFP. We apologized that these did not make it into our final assembled bid package. Please add these drawings to our submission

The enclosed drawings include details on the equipment in our offer and layout details of the equipment in the license plate plant in Lincoln.

We certainly appreciate the opportunity to address your requirements and look forward to supplying our license plate blanking line solution to the State of Nebraska. If you have any questions regarding our offer, please call toll free at 1-800-221-WALD or dial (814) 643-3908.

Sincerely,

JOHN R. WALD COMPANY, INC.


Lynn Conaway
Vice President, Sales & Marketing

LAC:mlm
Enclosures

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REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

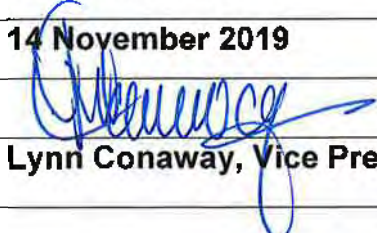
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ 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 Solicitation.

____ 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.

____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	John R. Wald Company, Inc.
COMPLETE ADDRESS:	10576 Fairgrounds Rd. Huntingdon, PA 16652
TELEPHONE NUMBER:	1-814-643-3908
FAX NUMBER:	1-814-643-5300
DATE:	14 November 2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Lynn Conaway, Vice President Sales & Marketing

ADDENDUM ONE, REVISED SCHEDULE OF EVENTS

Date: October 18, 2019

To: All Bidders

From: Annette Walton / Nancy Storant, Buyer
AS Materiel Purchasing

RE: Addendum for RFP Number 6152 Z1 to be opened November 7, 2019 at 2:00 p.m. Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY		DATE/TIME
1.	Last day to submit written questions after Pre-Proposal Conference	October 23, 2019 October 24, 2019
2.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	October 28, 2019 October 25, 2019
3.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 12, 2019 November 7, 2019 2:00 PM Central Time
4.	Review for conformance to solicitation requirements	November 13, 2019 November 7, 2019
5.	Evaluation period	November 14, 2019 through November 20, 2019 November 8, 2019 through November 15, 2019
6.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
7.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 6, 2019 November 30, 2019
8.	Contract finalization period	December 6, 2019 November 30, 2019 Through December 30, 2019
9.	Contract award	January 2, 2020
10.	Contractor start date	January 2, 2020

This addendum will become part of the proposal and should be acknowledged with the RFP

ADDENDUM TWO, REVISED SCHEDULE OF EVENTS

Date: October 18, 2019

To: All Bidders

From: Annette Walton / Nancy Storant, Buyer
AS Materiel Purchasing

RE: Addendum for RFP Number 6152 Z1 to be opened November 7, 2019 at 2:00 p.m. Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY		DATE/TIME
1.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	October 31, 2019 October 28, 2019 October 25, 2019
2.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 18, 2019 November 12, 2019 November 7, 2019 2:00 PM Central Time
3.	Review for conformance to solicitation requirements	November 22, 2019 November 13, 2019 November 7, 2019
4.	Evaluation period	November 22, 2019 Through Dec 6, 2019 November 14, 2019 through November 20, 2019 November 8, 2019 through November 15, 2019
5.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
6.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 20, 2019 December 6, 2019 November 30, 2019
7.	Contract finalization period	December 20, 2019 December 6, 2019 November 30, 2019 Through December 30, 2019
8.	Contract award	January 11, 2020 January 2, 2020

ACTIVITY		DATE/TIME
9.	Contractor start date	January 11 ,2020 January 2, 2020

This addendum will become part of the proposal and should be acknowledged with the RFP.

ADDENDUM THREE QUESTIONS and ANSWERS

Date: October 31, 2019

To: All Bidders

From: Annette Walton/Nancy Storant, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number RFP Number 6152 Z1 to be opened November 18, 2019, at 2:00 P.M. Central Time.

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	Scope of Service	1	Page 1 of this section references the Pre-Proposal Conference Date of October 3, 2019. Is this accurate?	Please see the document "Request for Proposal Revised" posted on our website. http://das.nebraska.gov/materiel/purchasing/6152/6152.html
2.	Procurement Procedure	2, C, Activity 3	This section references the Pre-Proposal Conference Date of October 18, 2019. Is this accurate?	See Question 1.
3.	Questions 10/16/2019 Procurement Procedure c. Schedule of Events	2	Because the Optional Pre-Proposal Conference is on Friday, 10/18/2019 and the last day to submit written questions after Pre-Proposal Conference is Monday	Please see Addendum One for the Revised Schedule of Events posted on the website. http://das.nebraska.gov/materiel/purchasing/6152/6152.html

			10/21/2019, will the state consider extending the deadline for questions a few days so bidders have time to meet internally to develop questions that may arise after the pre-proposal conference?	
4.	Section II, Terms & Conditions O. Performance Bond	14	Will the performance bond amount be calculated on the first year deliverables separately from renewal years? A significantly larger bond amount will be needed in the first year, and smaller bonds in subsequent renewal years of the contract. Clarification is requested.	<p>Section II.O. PERFORMANCE BOND will be deleted and superseded with the following:</p> <p>The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for through final implementation of the blanking line, (Milestone 3). The amount of the bond must be equal to the amount bid for final implementation of the blanking line (Milestone 3). The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.</p>
5.	Section III. L. Site Rules & Regulations	23,24	Will laptop computers be allowed into the license plate facility for installation and programming of the blanking line?	Yes. Laptops will be allowed. They will require pre-authorization from the security office. A laptop with the ability to actively communicate would be treated like a cell phone and subject to the same approvals as a cellular device, security protocols and monitoring.
6.	Section III. L. Site Rules & Regulations	23,24	Will contractor tools be allowed to be secured and kept in the facility overnight?	Tools may be kept in the facility overnight if secured in a job box type enclosure and secured by at least two devices after inventory is validated.
7.	Section III. L. Site Rules & Regulations	23,24	What are the shop working hours available to the installation	The hours for work shall be 07:30 to 15:00.

	ns		technicians?	
8.	Section III. L. Site Rules & Regulations	23,24	Will a secure network/internet line be available for dedication to the blanking line for remote diagnostics and maintenance?	Yes a network port will be made available for use during installation and diagnostics. It will not be connected during day to day operation. When needed for diagnostics a network cable will be plugged in by the shop supervisor.
9.	Section III. L. Site Rules & Regulations	23,24	Are there any clothing restrictions for the installation technicians?	Clothing for technicians should follow the site visitation guidelines for modesty. Personal protective equipment should include eye and closed toe shoes
10.	Section V. B. Project Description and Scope of Work	28, item 3a	Choice A requires NO equipment to be moved, however, on page 31 of the same section, G. item 4 requires equipment to be relocated. Please clarify.	CSI has determined Choice A will be the only option available for installation. See 6152 Z1 Revision Two posted on the website.
11.	Section V. B. Project Description and Scope of Work	28, item 3b	Choice B requires current blanking line to be relocated into choice "B". Is this supposed to be Choice A? If choice B is chosen for the new equipment, is the contractor required to relocate, reassemble and return to function the existing equipment?	Please see question 10 Please see Question 10.
12.	Section V. C. Project Requirements	30, 1. a	What is the definition of "takt" time?	Takt time is the average time between the start of production of one unit and the start of production of the next unit.
13.	Section V. C. Project	30, 1. D	Please clarify what is required of the contractor in "processing of	The contractor shall be responsible for the submittal and management of any registration or warranty information requested by the equipment manufacturer and needed to facilitate warranty claims or work for the first year. The

	Requirements		all warranty information to the appropriate entity".	contractor is responsible for a 1 year umbrella warranty. Any items with a manufactures' warranty longer than 1 year shall be transferred to CSI at the end of the first year.
14.	Section V. E. Scope of Work	30, 1. A	Please provide detail dimensions of the finished blank sizes of passenger and motorcycle plates.	<p>Passenger plate are 6"x12" with 1/4" rim. Corners have a 13/16 radius. 1/4" diameter holes are placed 5/8" from the top and bottom and 2 1/2" from the sides.</p> <p>Motorcycle plates are 4" x 7 inches. They are flat with no rim and have a corner radius of 13/16". 1/4" mounting holes are placed 5/8 from the top and sides.</p>
15.	V.B.3.	28	How does the State propose to evaluate between competing bids if one chooses Option A. with no relocation required of the existing line, and another Choice B where relocation would be required? Option B is clearly more expensive?	See Question 10. The evaluation committee will evaluate each response based on the Requirements of the RFP.
16.	V.B.3.	28	Does the State have a preference between Choice A and Choice B?	See Question 10.
17.	V. E. 2.	30	Equipment Items to Be Furnished and Specifications: - The list of equipment does not include a heating unit prior to the applicator unit. Heating of the aluminum prior to laminating the license plate sheeting to it is recommended by the sheeting manufacturer to ensure proper adhesion and	Bidders should include all of equipment is needed in order to meet the requirements of the RFP to provide a turn-key production line. This line shall produce license plates that meets the specification V.C.1. Utilizing 3M Series 922250E/9250T retroreflective sheeting.

			subsequent in field performance. Would the state Kindly confirm whether a heating unit will be required or not?	
18.	V. E. 2.	30	Equipment Items to Be Furnished and Specifications: - The list of required equipment does not include a slug collector/vacuum /blow off. Would the state please confirm whether this equipment is required, or not?	Please see question 17.
19.	V. E. 2.	30	The equipment list does not include an outfeed conveyor from the blanking press. Would the state please confirm whether an outfeed conveyor is required, or not?	Please see question 17.
20.	V. F. 2. b.	31	Codes and Environmental Issues: - Would you please confirm that UL certification will or will not be required for all components of the license plate blanking line?	Custom control panels shall conform to UL 508A or other similar nationally or internationally recognized safety standard. Self-certification is acceptable.
21.	V. B. 3. b.		Please provide the make model	De coiler: Copar Waymouth Serial number 48-18 Straightener – Copar Waymouth Serial Number C11738

			serial number and date of installation for equipment in the current blanking line, as this will be required for a proper assessment of the cost to move it.	<p>Laminator –Utsch/3M Registration – custom build 3M Blanking Press Johnson South Bend serial number 45-W-BG-AC</p> <p>These were all installed for use in the current production line in 2003. Individual equipment may be older or was used at the time.</p>
22.	V.B.4.c	29	<p>Will the successful vendor be allowed to bring their own tools on site for the blanking line installation?</p> <p>a) If yes, what will the process be to bring in tools?</p> <p>b) If yes, will a secure storage area be provided for tools left on-site after each installation day?</p> <p>c) If not, will the Nebraska State Penitentiary provide all necessary tools, and can the vendor request any specialist tools be on hand?</p>	<p>Outside tools may be brought in.</p> <p>Specific security procedures will be discussed with the awarded contractor.</p> <p>If contractor plans on leaving the tools inside the secured facility, they shall plan on providing a locked storage (Job Box)</p> <p>No.</p>
23.	V. B. 2. E	28	Please provide the capacity and reach of the	Forklift is rated at 4000 lbs. @ 24 inches and has 42 inch forks.

			forklift to be made available.	
24.	III.L.1.g.	24	Will the successful vendor's technicians be allowed to bring a laptop on site for diagnostic purposes for line set up and subsequent trouble shooting and maintenance, including when inmates are present? Although there is a request form to cover this. The assessment or likelihood of use needs to be established pre-bid to allow the correct proposal options to be included with the response.	Please see question 5.
25.	III.L.1.g.	24	Will electronic devices, such as an iPad with Facetime, be allowed into the prison for trouble shooting purposes during the installation, the one-year warranty period, and beyond?	Please see question 5.
26.	V. B. 2. g.	28	Please provide details of any weight restrictions for equipment to be delivered to the installation site without modifications to	<p>CSI does not have any calculated weight restrictions. The floor is 8" thick. No special handling was necessary for the current equipment installation.</p> <p>Many factors that affect load distribution like number of axels, dual or single tires, trailer or forklift configuration, affect the load concentration. A specific plan with load details and distribution is required during the final project planning phase.</p>

			the building.	
27.	V.C.1.a.	30	What are the estimated plate volumes to be manufactured on the blanking line per day, per week and per year?	<p>The plate line run rate is very cyclic. From a reissue year to off year the volumes vary dramatically. Section V.C.1.a requires 4000 plates per hour, and thus 4 million plates per year.</p> <p>As for overall wear and efficiency calculations CSI estimates an average of 2000 plates per hour, 18,000 per week and 1 million a year.</p>
28.	III.L	23	Please confirm the hours that the installation site will be available to the contractor.	Please see Question 7.
29.	V.E.1.b.	30	Please provide a scale drawing of the current aluminum blanks, both large and small. This is required to make an accurate determination of design costs.	CSI does not have a drawing at this time. Please see Question 14 for detailed dimensions.
30.	V.E.1.b.	30	Please provide the exact dimensions of the reflective sheeting to be laminated to the aluminum, and the core dimensions of reflective sheeting rolls to be used in the applicator.	The current sheeting is supplied in both 7" and 12" nominal widths. The slitting tolerance is plus 1/32" minus 1/16" with a 3 inch core.
31.	V.B.2.b.	28	<p>What are the current electrical specifications (Voltage, Amperage, Phase) of the existing blanking line?</p> <p>What is the amperage(S) available from</p>	<p>The current blanking line equipment operate on 230V 3 phase power. All machines for the line have approximately 75 amps load on the existing panel. Per section V.F.2.a.i.2, CSI will be responsible for all electrical drops to the equipment locations.</p> <p>Section V.B.2.b. has been deleted and superseded with the following:</p> <p>Electrical Power is available in single phase 120V, 3 phase 240, The main connection panel is located approximately 160 feet from the proposed line location. CSI will run electrical drops to the new location as needed.</p>

			the panel?	
32.	V.E.1.b.	30	What is the repeat distance of the graphic design on the pre-printed reflective sheeting?	The preprinted sheeting repeats at 5.970" to allow for stretch.
33.	V. B. 3. a. and b. and V. G. 4.	28	Is it the states intention to have two functioning blanking lines at the end of the project or just one new one?	This question is outside the scope of the RFP.
34.	V. B. 3. a.	28	<p>If the State only requires one functioning blanking line at the end of the project, would the State consider upgrading the current line.</p> <p>This could be achieved by just upgrading the stretch and register equipment to a newer electronic model. This would make the States blanking line sheeting agnostic, provided the other parts of the blanking line are owned by the State and are functional?</p>	<p>CSI does not want to upgrade the existing line.</p> <p>Not applicable.</p>

			Can the State confirm that it owns the entire blanking line with the exception of the stretch and register sheeting applicator?	Not applicable.
35.			When do you anticipate the photos taken during the site visit will be posted to the procurement portal?	Please see photos posted on the website under "Optional Pre-Proposal Meeting Registration Sheet".
36.	Attachment #2, V. Item #5 One (1) Blanking Press	Page 3 of 6	<p>The Requirement Matrix Specification referenced in the RFP appear to be from one equipment manufacturer from Europe.</p> <p>Will a Response submitted using proven equipment and method be accepted if meeting the basic specs of speed/quality and service level expected by Nebraska?</p>	Yes, please see section V.C.1
37.	Attachment #2, VI. Item #6 Three (3) Two Stage Compound Blanking Rimming die	Page 4 of 6	Will a Response submitted with one passenger die and a second set of cutting steels (piece of the die that needs to be	No CSI requires the ability to swap complete die sets.

			sharpened) meet the requirement of 2 passenger dies in this referenced section of the RFP?	
38.	Attachment #2, VI. Item #6 Three (3) Two Stage Compound Blanking Rimming die	Page 4 of 6	Is Nebraska's motorcycle license Plate Flat?	Yes Nebraska's motorcycle plate is flat.
39.	RFP 6152 Z1 Final Revision One, V. Project Description and Scope Of Work, b.	Page 28	"b .Electrical Power is available in single phase 120V, 3 phase 240, 3 phase 480 volts. The main connection panel is located approximately 160 feet from the proposed line location." Please confirm all 3 forms of electrical power are available: single phase 120V, 3 phase 240, 3 phase 480 volts.	Please see Question 31.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

Form A
Bidder Point of Contact
Request for Proposal Number 6152 Z1

Form A should be completed and submitted with each response to this solicitation. 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 Response Contact Information	
Bidder Name:	John R. Wald Company, Inc.
Bidder Address:	10576 Fairgrounds Rd. Huntingdon, PA 16652
Contact Person & Title:	Lynn Conaway, Vice President Sales & Marketing
E-mail Address:	LConaway@jrwald.com
Telephone Number (Office):	1-814-643-3908
Telephone Number (Cellular):	1-814-599-3092
Fax Number:	1-814-643-5300

Each bidder should 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. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	John R. Wald Company, Inc.
Bidder Address:	10576 Fairgrounds Rd. Huntingdon, PA 16652
Contact Person & Title:	Lynn Conaway, Vice President Sales & Marketing
E-mail Address:	LConaway@jrwald.com
Telephone Number (Office):	1-814-643-3908
Telephone Number (Cellular):	1-814-599-3092
Fax Number:	1-814-643-5300

Form B
Notification of Intent to Attend Pre-Proposal Conference
Request for Proposal Number 6152 Z1

Bidder Name:	John R. Wald Company, Inc.
Bidder Address:	10576 Fairgrounds Rd. Huntingdon, PA 16652
Contact Person:	Lynn Conaway
E-mail Address:	LConaway@jrwald.com
Telephone Number:	1-814-643-3908
Fax Number:	1-814-643-5300
Number of Attendees:	1

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), hand delivered or US Mail by the date shown in the Schedule of Events.

CONFIDENTIAL PAGES
INTENTIONALLY LEFT BLANK

ATTACHMENT THREE
NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES
Receipt of NDCS Rules and Regulations

Name (Please Print)

Facility/Program

My initials and signature verify I have received the following laws, administrative regulations and employee handbook; understand their significance; and that it is my responsibility to read these documents in their entirety. I will remain in compliance with the following requirements. I further understand this acknowledgement will be entered into my personnel file.

INITIALS

- _____ 1. **A.R. 112.13, NE Department of Correctional Services Drug Free Workplace Policy** (See Training Manual – Orientation Materials Section)
- _____ 2. **A.R. 112.17, NE Department of Correctional Services Employee Dress and Grooming Standards** (See Training Manual – Orientation Materials Section)
- _____ 3. **A.R. 112.31, NE Department of Correctional Services Code of Ethics and Conduct** (See Training Manual – Section 1)
- _____ 4. **A.R. 112.06, NE Department of Correctional Services Management of Employee Performance** (See Training Manual – Section 1)
- _____ 5. **A.R. 112.07, NE Department of Correctional Services Equal Employment Opportunity and Policies Against Workplace Discrimination and Harassment** (See Training Manual – Section 2)
- _____ 6. **A.R. 104.06, Computer Equipment and Telephone Usage Policy** (See Training Manual – Orientation Materials Section)
- _____ 7. **A.R. 112.33, Leave Provisions** (See Training Manual – Orientation Materials Section)
- _____ 8. **A.R. 115.10, Pharmacy Medication Distribution, Access and Training** (See Training Manual – Orientation Materials Section)
- _____ 9. **Neb. Rev. Stat. §§83-415 and 417, Laws Pertaining to Employees of the NE Department of Correctional Services** (See Training Manual – Orientation Materials Section)
- _____ 10. I have received a copy of the Rights and Responsibilities under the State Effectiveness Act.
- _____ 11. **NE Department of Correctional Services Employee Handbook** (DCS-A-per-019, Current edition)
- _____ 12. **Inmate Con-Games handout** (See Training Manual – Section 14)
- _____ 13. If having secondary employment or changing secondary employment, I know I am required to secure prior supervisory approval by completing an Outside Employment and Private Business Interest/Ownership Request form (DCS-A-per-026-pc), with the completed, signed form filed with my worksite's Human Resources office.
- _____ 14. I understand my responsibilities if I or a family member has a private business interest/ownership, which includes notice to my supervisor, Program Administrator or Deputy Director and completion of an Outside Employment and Private Business Interest/Ownership Request form (DCS-A-per-026-pc), with the completed, signed form filed with my worksite's Human Resources office.
- _____ 15. When requested, I understand I am required to provide required documentation of proof for eligible dependents covered under my health, dental, and/or vision. Failure to do so may result in disciplinary action, up to and including termination.
- _____ 16. I have received written notice of the Hatch Act, and understand my responsibilities under the Act.
- _____ 17. I am required to immediately report, in writing, any arrest or citation for law violations (other than minor traffic offenses) to my Warden/Program Administrator.
- _____ 18. I am required to immediately report, in writing, through my supervisor, the arrival of any inmate to whom I am related or whose social relationship with me could result in real or perceived problems.
- _____ 19. I am required to return all state property, to include but not limited to, badge, insignia, I.D., key(s), and uniforms for personnel changes, e.g., promotions, and at the termination of my employment. I also understand failure to do so may result in discipline, or if terminating my employment, my personnel records will show I did not leave in good standing.
- _____ 20. I understand disciplinary actions may be imposed for violations of the above laws, Administrative Regulations and other ARs/policies, as outlined in Chapter 14 of the State of NE Classified Systems Personnel Rules and Regulations, Article 10 of the Labor Contract between the State of Nebraska and the NE Association of Public Employees (NAPE/AFSCME) AND Article 3 of the Labor Contract between the State of Nebraska and the State Code Agencies Teachers Association (SCATA). (See Training Manual Sections 1 and 2)

Employee Signature

Date

NOTE: A *Personnel Manual*, containing Classification Specifications, Rules and Regulations, Labor Contracts, Statutes, and Employee Handbook is located in the Human Resources section of each facility and is available for all employees to view.

Original: Employee Personnel file

ATTACHMENT FOUR

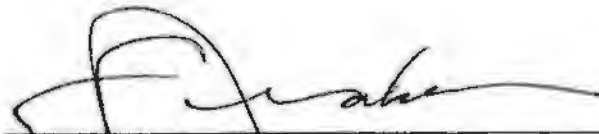
NEBRASKA Good Life. Great Mission. DEPT OF CORRECTIONAL SERVICES	ADMINISTRATIVE REGULATION CODE OF ETHICS AND CONDUCT		
	REVISION DATE September 30, 2018	NUMBER 112.31	PAGE 1 of 7
	STATEMENT OF AVAILABILITY *Official Distribution Only		

EFFECTIVE: July 23, 1984
REVISED: June 29, 2010
REVISED: June 29, 2011
REVISED: August 10, 2012
REVISED: July 19, 2013
REVISED: August 27, 2014
REVISED: June 30, 2015
REVISED: August 31, 2016
REVISED: June 30, 2017
REVISED: December 31, 2017
REVISED: September 30, 2018

SUMMARY OF REVISIONS/REVIEW

Incorporated PD 017-038, section I.O., deleted "hands-free", added an emergency;
Incorporated PD 018-003, replaced section III.B.; Incorporated PD 018-008, added section
I.M., Renumbered remainder of section I; Revisions to Attachment C.

APPROVED:



Scott R. Frakes, Director
Nebraska Department of Correctional Services

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	REVISION DATE September 30, 2018	NUMBER 112.31	PAGE 2 of 7
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PURPOSE

The provisions of this Administrative Regulation (AR) shall apply to all employees of the Nebraska Department of Correctional Services (NDCS) concerning a set of professional standards of ethics and conduct.

GENERAL

This Department has been charged with the responsibility for providing inmates/parolees with opportunities for rehabilitation in an atmosphere conducive to rehabilitation. That responsibility is unique among state agencies, and warrants a code of ethics and conduct for all employees. The Nebraska State Statutes identify the responsibilities of the Agency Director to appoint or remove employees of NDCS as well as to delegate appropriate powers and duties to the agency employees. This Code of Ethics and Conduct supplements these Nebraska statutes.

PROCEDURES

- I. **PERSONAL ACCOUNTABILITY** - Employees will conduct themselves in a professional and ethical manner, whether on or off duty.
 - A. Employees will keep their conversations and all interactions with and within the hearing of inmates/parolees on a professional level at all times. Employees will also report any (other than incidental), off duty contact with an inmate/parolee, their families or friends, as well as any family or close personal relationship they have with an inmate or parolee.
 - B. Employees will keep their conversations and all interactions with staff and the public on a professional level at all times and promote positive and appropriate working relationships.
 - C. Employees will bring in only authorized articles for authorized purposes and will provide inmates and parolees and their families or friends only authorized items for authorized purposes. Attachment A provides a list of all items specifically prohibited from being brought into any correctional institution/facility by staff.
 - D. Employees will follow all laws, policies, procedures, rules and post orders. These include, but are not limited to:
 1. Employees will not accept, issue or solicit bribes, financial benefit or profit from the work of or from one who receives a financial benefit from the work of, gifts, gratuities, loans, or favors of any kind from inmates/parolees or their family and friends.
 2. Employees, any contracted/authorized contractor or volunteer are prohibited from engaging in any form of sexual activity with an inmate/parolee. Prohibition also includes implied threats, coercion, intimidation and/or preferential treatment that could influence an inmate/parolee to participate in sexual activity. Persons choosing to sexually abuse an inmate/parolee are subject to discipline, including termination, and shall be referred to the county attorney for criminal prosecution. Sexual abuse of an inmate/parolee in the first degree is a Class IIA felony; sexual abuse in the second degree is a Class IIIA felony. It is not a defense to the charge that the inmate/parolee consented to sexual activity or sexual penetration.

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3. Employees are prohibited from using cruel, inhumane or corporal punishment, excessive force or in any way mistreating individuals under NDCS care, custody and control.
4. Employees shall only provide public information pertaining to an inmate/parolee, except on an approved basis or to an authorized individual.
5. Except as provided below, employees are prohibited from bringing weapons of any type, concealed or otherwise, onto NDCS property. No drugs, weapons, intoxicants or other contraband articles are to be left in employee vehicles parked on NDCS property. Employees may leave tobacco, tobacco-related products or substitutes in their vehicles left on NDCS property.
 - a. An employee who holds a current and valid permit to carry a concealed handgun issued pursuant to the Concealed Handgun Permit Act, may leave a handgun in his or her motor vehicle in the parking lot on NDCS property as long as prior to exiting the vehicle, the handgun is locked inside the glove box, trunk or other compartment of the vehicle, a storage box securely attached to the vehicle or if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle.
6. Employees are prohibited from discriminating against other employees, inmates/parolees. Forms of discrimination include: sexual, racial, gender, religious, national origin, ancestry, age, or disability status. All discrimination or workplace harassment incidents will be immediately reported to the supervisor. Supervisory personnel shall not knowingly allow or condone incidents or situations of a discrimination or workplace harassment nature.
7. Employees shall not report to work under the influence of alcohol or substances that are illegal under Nebraska or federal law. Employees are prohibited from unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol in the work place. All employees are subject to random drug screens. Employees shall not bring into any state facility or building any substances that could be used to create a hallucinogenic effect or could impair one's judgment. An employee taking prescription or over-the-counter medication or substances that has the potential to impair work performance will notify his/her supervisor prior to the beginning of the work shift. The supervisor is responsible for determining if the employee can perform his/her assigned duties safely, and for taking appropriate action where needed.
- E. Employees shall be truthful in their dealings with staff and inmates. Employees are prohibited from providing false information or attempting to deceive any supervisor, investigator or other NDCS employee whether verbally or in writing.
- F. Employees shall not bring in personal cell phones or other electronic devices into a Facility/Program. State issued devices cannot record non-business related activity.
- G. An employee's use of social networking sites or other internet sites which have an adverse impact on either their, or the agency's, performance or credibility is prohibited.
- H. Use of the Department's name and/or identity, including a photo of a facility/program, slogan, logo or other identification/property, on a website or social networking site for

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personal reasons or private commercial use is only allowed with prior approval by the Director or designee.

- I. Employees shall maintain professional boundaries with inmates/parolees. Examples of failing to maintain professional boundaries, include, but are not limited to: working for the parole, pardon, commutation of sentence or other appeal of any inmate/parolee unless authorized via proper channels; writing letters on behalf of an inmate/parolee in an unofficial capacity; and aiding and/or abetting an inmate/parolee in acts that disrupt or violate facility or department policy.
- J. Employees will only wear agency issued uniforms while on duty, including directly in route to or from the employee's work site.
- K. Employees are required to promptly report any violation of NDCS rules, in full to his/her direct supervisor. This includes rules violated by employees as well as inmates/parolees. In cases of violations by a supervisor, the employee shall report the information to the next highest supervisor in his/her chain of command or designee. NDCS rules include violation(s) of this Code of Ethics and Conduct Policy, other agency rules and regulations, State Personnel Rules, Labor Contracts, or city, state, or federal laws/rulings. Employees cannot knowingly or deliberately withhold information concerning rule violations.
 - a. Prompt notification requirements include the expectation of (1) verbally reporting information of an urgent nature or serious rule violation immediately to the shift supervisor and/or direct supervisor, and (2) submitting a written report of alleged misconduct, suspicious behavior, serious rule violations or any other information pertinent to the safety, security and good order of the institution no later than the conclusion of their tour of duty.
- L. Any employee who is arrested or issued a citation for a violation of the law, other than a minor traffic violation, must immediately notify the Warden/Program Administrator of his/her alleged violation of law.
- M. Employees who are required to maintain a license/certification (Ex: Driver's License) for their current position and lose their license/certification for any reason must notify the Warden/Program Administrator within three (3) business days.

Employees who are required to maintain a license/certification (Ex: Driver's License) for their current position and do not currently have said license/certification must notify the Warden/Program Administrator within three (3) business days.
- N. Employees having law enforcement responsibilities may be requested to submit to polygraph examination on issues involving their employment.
- O. Employees, while operating a state vehicle, shall obey all state laws and only use the vehicle as authorized. This includes, but is not limited to the following: not consuming any alcoholic beverages prior to or while operating a state vehicle; not transporting alcoholic beverages or illegal drugs; not taking prescription drugs or other substances that could impair the ability to drive before or while operating a state vehicle; not taking any form of illegal drug substance in Nebraska or under federal law, either in or out of a state vehicle; wearing seat belts; not carrying radar detectors; not wearing headphones,

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ear phones or other similar devices; not smoking; not taking or making calls from a cellphone, unless it is an emergency; and not texting from a cellphone while the vehicle is in operation.

- P. Employees shall be good stewards of the State's resources, to include using state property only for authorized work purposes.
- Q. Employees shall lock any vehicle parked on NDCS property and keep ignition keys with them.
- R. Employees shall remain at their assigned post until provided with proper authorized relief
- S. Employees shall obey a lawfully given direct order by a supervisor.
- T. Employees shall remain awake and be in an attentive condition at their assigned Duty station. Sleeping or being in an inattentive state at a post places the security of the facility, the inmate population or other employees at risk.
- U. Employees are personally responsible for the accuracy of their time records. Employees will take all necessary steps to have regular, dependable reporting habits, including reporting to work on time, and proper use of earned leave or compensatory time.
- V. Workers of other private or public organizations, including individual contractors, performing essential job functions within NDCS are accountable to the Program/Section Administrator for which they work.

II. FRAUD OR SUSPECTED FRAUD

Employees shall not engage in any act of fraud. Staff shall report any knowledge of fraud, suspected fraud or any allegation of fraud. An employee can file such reports through their chain of command up to and including the Agency Director or to the State Auditor of Public Accountants at 402-471-2111. Employees can also contact the Agency Controller at 402-479-5756, the Assistant Controller at 402-479-5976, the Administrative Services State Accounting Administrator at 402-471-0600, the State Internal Control Coordinator at 402-471-2581, State Ombudsman at 402-471-2035, and/or the Attorney General at 402-471-3297.

The State Auditor of Public Accountants will keep reports of fraud confidential unless legal action is taken. Questions regarding suspected fraud and the process for reporting fraud will also be addressed during Internal Fiscal Audits. All reports will also be reviewed and referred for investigation in the appropriate manner. The Controller or designee is responsible for maintaining information regarding fraud for appropriate reporting outside NDCS.

III. CONFLICTS OF INTEREST

- A. Employees will avoid activities, including any additional employment, which poses a conflict with their job responsibility or credibility as employees of NDCS. Employees wishing to engage in additional employment, or have a private interest in/own a business either as an individual or through a family member or as a business partner, shall submit a completed Outside Employment and Private Business Interest/Ownership Form (see Attachment B) to their Warden/Program Administrator. The Administrator reviews the request for determining any conflict of interest, and notifies the employee of approval or disapproval.

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- B. Wardens/Program Administrators have the authority to approve exceptions to the Fraternization Policy. The Agency Director has discretion, by law, to approve exceptions to the Nepotism Policy. In the event any operation of the shift or the facility/program is adversely impacted by an approved exception, management will revisit the approval, which may result in one of the employees transferring to a different shift or facility/program. Refer to AR 112.03, *Employee Selection Policy*, for the NDCS policies on nepotism and fraternization.

In the event that current agency employees become involved in a close, personal relationship or have a change in status resulting in an immediate family relationship, a request for an exception to the Fraternization and/or Nepotism policy must be initiated by the employees consistent with the process identified for employee selection in AR 112.03, *Employee Selection Policy*.

- C. Employees may be requested to act in their official capacity, or in a matter of public record, in a court of law. However, employees are prohibited from representing a person or acting as an expert witness for pay before a government body when the action or non-action of the government body is non-procedural and involves personal opinion or discretion.

IV. **FINANCIAL ACCOUNTABILITY** - Employees, upon learning of any of the following conflicts of interest, shall send written notice to the Nebraska Accountability and Disclosure Commission, which will determine whether or not any action should be taken to resolve the conflict of interest. The employee shall take such steps as the Commission prescribes to remove him/herself from the situation in which there is a conflict. Copies will be provided to the Warden/Program Administrator, and the Agency Human Talent Director.

- A. Employees are prohibited from having any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of their duties in the public interest.
- B. An employee will not enter into any contracts with NDCS on their own behalf or on behalf of any business in which the employee or a member of the employee's family has an interest.
- C. Employees shall not use or authorize the use of his/her position or any confidential information received through his/her state employment to obtain financial gain, other than compensation provided by law, for himself/herself, a member of his/her family or a business which with the individual is associated.
- D. Employees are prohibited from giving the impression that any person or business can improperly influence them in the performance of their official duties, or be subject to influence by friendship, rank, position or influence of any party or person. This means employees cannot accept gifts of value or loans from persons doing business with the agency or state which are intended to, or which appear to, influence the official relationship between the business and the employee or employing agency. Prohibition includes: 1) a gift of travel or lodging to the employee, or reimbursement for such so that a member of the employee's family can accompany the employee in the performance of their official duties; or 2) a member of the employee's family accepting a gift of travel or lodging or reimbursement for such so that an employee's immediate family member can travel with the employee in the performance of his/her job duties.

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- E. An employee shall not use or authorize the use of personnel, property, resources or funds under his/her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

V. POLITICAL ACTIVITIES

Employees are prohibited from participating in political activities while performing official state duties, and are prohibited from using their state job to distribute or receive political favors. If the salary of an employee is paid completely directly or indirectly by federal funds the employee is covered by the federal Hatch Act, and is prohibited from being a candidate for a partisan office.

REFERENCE

I. Administrative Regulation

- A. AR 111.05, *Use of Tobacco Products by Employees and Inmates*
- B. AR 112.03, *Employee Selection Policy*
- C. AR 112.13, *Drug Free Work Place Policy*

II. ATTACHMENTS

- A. Staff Prohibited Items
- B. Outside Employment Action and Private Business Interest/Ownership Request (DCS-A-per-026-pc REV 12/16)
- C. Receipt of NDCS Rules and Regulations (DCS-A-per-066-pc REV 09/18)

III. ACA STANDARDS

- A. Standards for Adult Correctional Institutions (ACI) (4th edition): 4-4024 and 4-4069
- B. Performance Based Standards for Adult Community Residential Services (ACRS) (4th edition): 4-ACRS-3A-07 and 4-ACRS-7E-13.

ATTACHMENT FIVE

~~NEBRASKA~~

CELLULAR DEVICE INSTITUTIONAL USE REQUEST

DEPT OF CORRECTIONAL SERVICES

Use this form to request use of a cellular device beyond the front entrance, vehicle sally port or other security access point of a secure institution (NSP, TSCI, LCC, DEC, NCCW, OCC, NCYF, WEC, CCC-L, CCC-O). Complete section A below (attach additional detail, if needed) and applicable section of B, C, D, or E. Print the completed form and submit to direct supervisor.

SECTION A:

NEED - Describe your need to use a cellular device in a secure institution. This request will **ONLY** be considered if a compelling business need is clearly articulated. Specifically, that the need cannot be met without the use of a cellular device. Phone and email availability is not sufficient justification.

Name: _____ Title: _____

Phone Number (10 digit): _____ Brand: _____ Model: _____

IMPACT - What would be the most significant impact if you were not able to use a cellular device in a secure institution?

SECTION B. Multi-User Phone (Check one category)

☐ OD Phone Type of OD: _____

☐ Travel Order/Loaner Storage Location: _____ # Phones in this location: _____

SECTION C. Individually Assigned State Owned Phone (Check one category)

☐ Special Team Use ☐ SORT ☐ CERT ☐ CNT Position on Team: _____

☐ Incident Command Team Member Assigned Role: _____



DEPT OF CORRECTIONAL SERVICES

CELLULAR DEVICE INSTITUTIONAL USE REQUEST

☐ **Primary Job Assignment in a Secure Institution** Title: _____

Assigned a landline ☐ Yes ☐ No Assigned a radio ☐ Yes ☐ No

Assigned an office/work area ☐ Yes ☐ No Phone used for 24/7 contact ☐ Yes ☐ No

☐ **Primary Job Assignment Not in a Secure Institution** (includes positions outside the secure perimeter)

Carry a radio at secure institution ☐ Yes ☐ No Escorted by inst. staff at all times ☐ Yes ☐ No

SECTION D: Other State Agency (submit directly to NDCS Director)

Agency: _____ Title: _____

Carry a radio at secure institutions ☐ Yes ☐ No Escorted by inst. staff at all times ☐ Yes ☐ No

SECTION E. Contractor Phone

☐ **Contractor Phone** Start Date: ____ / ____ / 20 ____ End Date: ____ / ____ / 20 ____

Work assignment: _____ Institution: _____

Originator: _____ Date: _____

Supervisor: _____ Date: _____ ☐ Approved ☐ Denied

Warden/Prog Admin: _____ Date: _____ ☐ Approved ☐ Denied

Director Review

Reviewed By: _____ Date: _____ ☐ Approved ☐ Denied

HR

Card Printed By: _____ Date: _____

ATTACHMENT SIX

NEBRASKA

Good Life. Great Mission.

DEPT OF CORRECTIONAL SERVICES



Pete Ricketts, Governor

Policy Directive 018-013

DATE: May 14, 2018

TO: Executive Steering Council

FROM: Scott R. Frakes, Director

RE: Administrative Regulation 104.06, *Computer Equipment, Telephone Usage & Information Systems*

Effective June 30, 2018, the following change will be made to the above mentioned administrative regulation. This revision will be incorporated into AR 104.06 during the next scheduled review. You may contact Director Frakes (scott.frakes@nebraska.gov) with questions regarding this change.

Summary: As of June 30, 2018, no personal or state-issued cell phones will be permitted inside NDCS correctional facilities without prior written approval, consistent with this directive.

Page 12 of 16; replace Section II.C.5 and II.C.6 with the following language and add Attachment E:

5. State of Nebraska (State) agencies issue cell phones/smart phones (device) to employees as needed. State employees must follow the procedures outlined below for NDCS employees regarding the use of state-issued devices.

NDCS issues cell phones/smart phones (device) to certain employees ("individual") as needed to complete job duties. NDCS issues cell phones/smart phones to certain post assignments ("shared"). Facility Operational Memorandums will provide direction on maintaining accountability of 'shared' devices.

- a. No 'individual' state-issued devices may be brought into any of the ten NDCS correctional institution without prior written approval. A Cellular Device Institutional Use Request (Attachment E) will be used to request approval.

Once approved, human resources will issue the institutional use card, which will include team member photo, name, title, phone number, brand and model of the phone. To be valid, the information on the card must be accurate. Approval is granted based on the position held; when a team member changes positions, a new request must be submitted.

Scott R. Frakes, Director

Dept of Correctional Services

PO Box 94661 Lincoln, NE 68509-4661
Phone: 402-471-2654 Fax: 402-479-5623

corrections.nebraska.gov

- b. Prior to proceeding past the first institutional check point, the card and authorized device will be presented for verification. The card will be retained at the access point, providing inventory and tracking control.
- c. Upon exiting the institution, the device will be presented for verification, and the card returned to the individual.

State-issued devices may include camera or video functionality. Individuals issued such a device are required to abide by all departmental and institutional restrictions regarding photography in NDCS institutions and facilities. The taking of photos/video must be approved, in advance, by the warden or communications office.

- 6. Contractors working within one of the ten NDCS institutions may need cellular devices to complete work. These devices must be approved, in advance, using the Cellular Device Institutional Use Request (Attachment E).
- 7. Connecting personal devices to State computing resources presents a variety of security and administrative concerns. Employees are not authorized to connect personal smart phones, or similar devices, to the State computing resources, including to State email accounts. Any connection of personal devices must be pre-authorized in accordance with NITC Standard 5-204, requiring approval by the State of Nebraska Information Security Officer and by the Director of NDCS.
 - a. Personal cellular devices are not allowed into any of the ten NDCS correctional institutions. These devices may be stored in a designated area as defined by the facility OM.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder should read the Terms and Conditions and should 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. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. 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 proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

The bidder should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. 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 Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

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

A. GENERAL

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

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


1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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 of Nebraska.

B. NOTIFICATION

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

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 five (5) calendar days following deposit in the mail.

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. NOTICE BUYER'S REPRESENTATIVE

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

D. GOVERNING LAW (Statutory)

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


E. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 solicitation. 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 Contractor shall prepare a written description of the work required due to the change and 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 proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal 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.

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


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

H. VENDOR PERFORMANCE REPORT(S)

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

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR 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 and protections.

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 third party 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 (Optional)

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 solicitation.

3. PERSONNEL


The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska 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 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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.


5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

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


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

O. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		XXX 	<p>We are willing to offer a performance bond in the amount of \$650,000 which equals the total of our bid for Milestone 1.0, 2.0, and 3.0.</p> <p>The bond shall be active and in effect for no longer than one year from the date of award. Completion of Milestone 3.0 is estimated to be within 6 months of award, so the performance bond will be effective through the completion and acceptance of Milestone 3.0.</p> <p>The bond shall be issued by Philadelphia Insurance Companies and will be written on their standard Performance Bond Form. An example of their form is included with our submission for review.</p> <p>Furthermore, if we are favored with an award for the RFP, we request language be added to the resulting contract creating two distinct terms of duration.</p> <ol style="list-style-type: none">1. The first term will be in effect from the date of contract award to completion of milestone 3.2. The second term commences immediately thereafter and will be in effect for six years with the option of renewals as stated in the RFP. <p>The performance bond shall be required for the first term only.</p>

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for through final implementation of the blanking line, (Milestone 3). The amount of the bond must be equal to the amount bid for final implementation of the blanking line (Milestone 3). The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract

P. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

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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. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.


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.

R. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 grant 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.

S. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

T. EARLY TERMINATION

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

			
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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, in 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.

U. CONTRACT CLOSEOUT

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


Upon contract closeout for any reason the Contractor shall within 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; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal 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 Solicitation 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 proposal 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.

All personnel assigned by the Contractor to the contract 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 should be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal 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 subcontractor 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

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. 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 Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US 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.
4. 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 of Nebraska, 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 to 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 and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

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

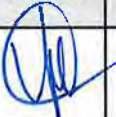
Contractor may be required to work with or in close proximity to other Contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other Contractors or individuals, and shall not commit or permit any act which may interfere with the 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 Solicitation 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 execution 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. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			<p>Abuse and Molestation coverage on our policy is limited to what is provided by our General Liability policy. We do not carry any additional endorsements to the liability that would cover acts of abuse or molestation specifically.</p> <p>Our commercial umbrella limit is excess of the 1,000,000 General Liability limit effectively providing up to \$5,000,000 of coverage.</p> <p>We do not maintain a \$10,000,000 Cyber Liability limit coverage. The project is absent of any cyber related exposure that could give rise to a claim that would apply.</p> <p>Our certificate of Insurance is attached.</p>

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord 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 within 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 contractors' 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 of Nebraska, 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		
COMMERCIAL GENERAL LIABILITY		
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
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
Abuse & Molestation		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
COMMERCIAL AUTOMOBILE LIABILITY		
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
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence
CYBER LIABILITY		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency Cornhusker State Industries
Attn: Business Manager
Address 800 Pioneers Blvd
City, State, Zip Lincoln, NE 68502


These certificates or the cover sheet shall reference the RFP 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 the contract manager as listed above 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.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

I. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

J. CONFLICT OF INTEREST

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

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

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

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

K. STATE PROPERTY

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

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

L. SITE RULES AND REGULATIONS

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

1. NDCS SECURITY

- a. CONTRACTOR'S personnel shall be subject to Nebraska Department of Correctional Services' (NDCS) background security checks prior to their arrival on site, and will carry proper identification with them at all times while on facility grounds. Please see Attachment One Personal Information for Security Check NDCS form DCS-A-per-002-pc
- b. CONTRACTOR shall provide a list of personnel commitments and their information prior to the start of the contract. The list of personnel shall not be changed without the prior written approval of NDCS. Replacement of key personnel, if approved by NDCS, shall be with personnel of equal or greater ability and qualifications.
- c. CONTRACTOR shall make its employees aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an inmate or parolee if such person subjects an inmate or parolee to sexual penetration or sexual contact, because an inmate or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' inmates. CONTRACTOR will promptly notify NDCS if allegations of sexual abuse or contact become known.
- d. CONTRACTOR shall make his/her employees aware of the Nebraska Department of Correctional Services, Policy 112.31 (Code of Ethics and Conduct). Please see Attachment Four – Administrative Regulation 112.31. CONTRACTOR may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct). Please see Attachment Three - Receipt of Rules.
- e. CONTRACTOR shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in CONTRACTOR'S locked vehicle while on NDCS-owned or controlled property.


- f. CONTRACTOR'S personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
- g. Wireless devices and/or cellular phones are prohibited at NDCS facilities unless prior approval is given. If wireless devices are necessary for use on site at NDCS, CONTRACTOR will seek prior approval to carry such devices by requesting the Cellular Device Institutional Use Report form. All persons are prohibited from providing a cellphone/electronic communication device to an inmate of any facility, per PD 104.06. Please see Attachment Five – Cellular Device Institutional Use Request and Attachment Six – Administrative Regulation 104.06 Computer Equipment Telephone Usage.

M. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. DISASTER RECOVERY/BACK UP PLAN

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

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

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

P. WARRANTY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The 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 Solicitation 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.

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

Accounts Payable Contact: (402) 479-5715

Invoices may be emailed to: DCSAccountsPayable@nebraska.gov

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 Solicitation Response (Initial)	NOTES/COMMENTS:
			

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

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the 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 goods and 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 (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' 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. Under no circumstance will the 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.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.05%) 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. PROJECT DESCRIPTION AND SCOPE OF WORK

The Contractor should provide the following information in response to this solicitation.

A. PROJECT OVERVIEW

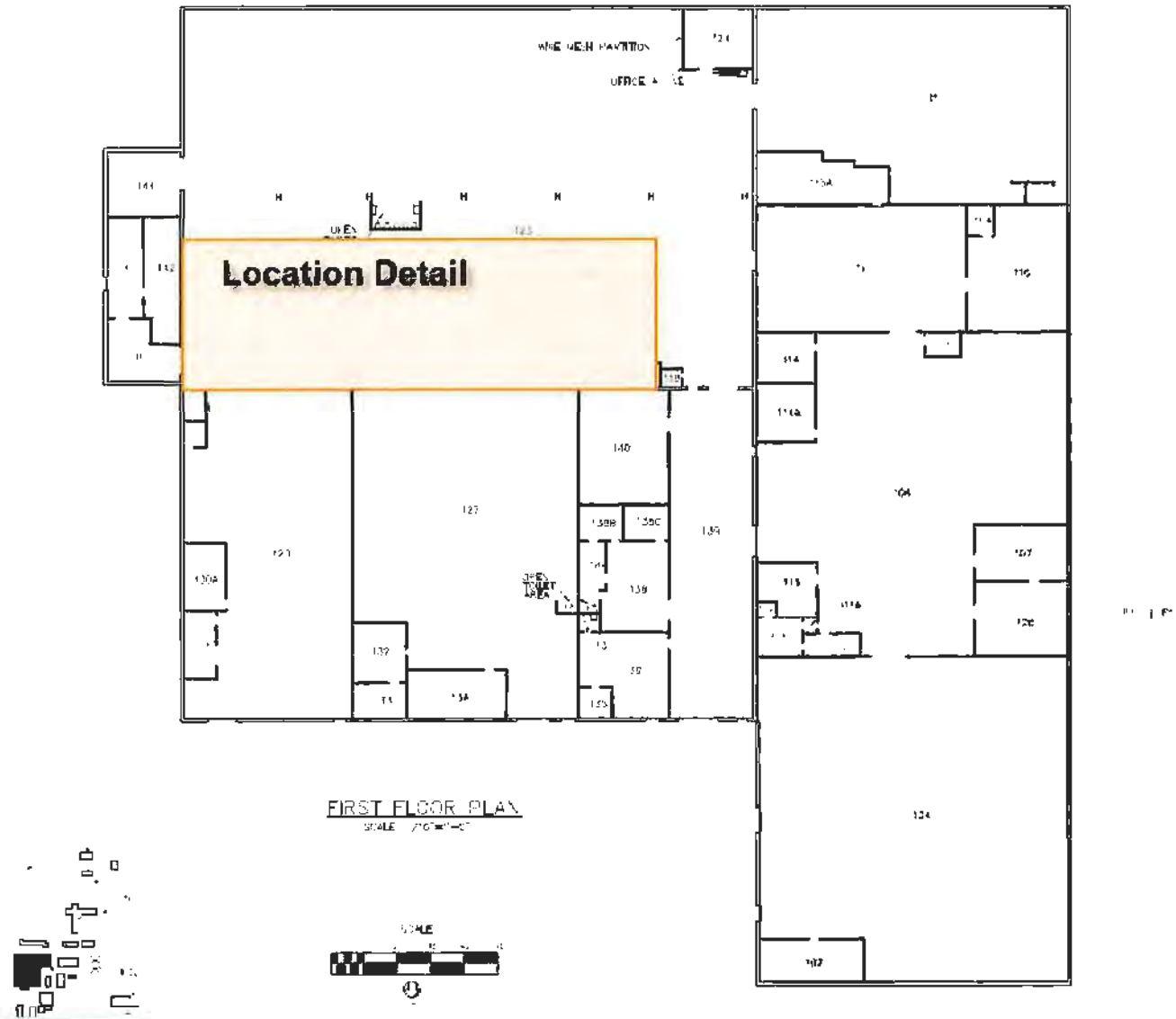
This solicitation shall cover all materials, equipment, installation, maintenance and relocation of old equipment that shall be required to implement a License Plate Blanking Line. This system shall be defined as a group of machines that handles the raw aluminum material through de-coiling, laminating and plate finishing.

B. PROJECT ENVIRONMENT

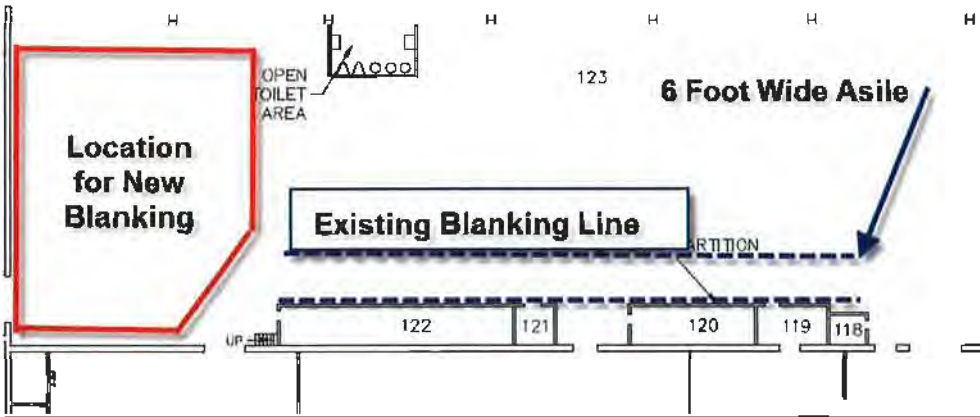
The blanking line will be located within the License Plate Shop on the secure side of the Nebraska State Penitentiary in Lincoln, NE. The Contractor should expect minimal supervised contact with incarcerated individuals.

1. The existing blanking line may be viewed at https://www.youtube.com/watch?v=EyQLZaPh_tQ
2. Standard Utilities and working conditions in the License plates shop include:
 - a. Compressed air at 120 PSI line pressure with enough system head room to supply approximately 20 CFM.
 - b. Electrical Power is available in single phase 120V, 3 phase 240V, ~~3 phase 480 volts~~. The main connection panel is located approximately 160 feet from the proposed line location. ~~CSI will run electrical drops to the new location as needed~~
 - c. The floor is approximately 8 inch thick concrete slab with some unspecified area(s) of reinforced foundation.
 - d. The work area is heated however it is not air conditioned.
 - e. A 4000# @ 24 inch electric forklift is available for onsite use.
 - f. The ceiling height is 14 feet
 - g. The building has doors that are 9 feet **9 inches** wide by 12 feet tall
 - h. Aisle ~~are~~ **is** ~~6-14~~ feet clear access to move equipment in.
3. There ~~are two~~ **is one** choices for new equipment installation and layout location. See Table 1 Building Floor Plan.
 - a. ~~Choice A — 30' 42" 3" x 5145' open area to place the new line. This location will not require any current equipment relocation.~~
 - b. ~~Choice B — Existing blanking line has 18'x50' foot print as outlined on Floor plan sketch. This will require existing equipment relocation into the choice B area by the contractor and approved plans to minimize manufacturing downtime.~~

Table 1. Building Floor Plan



Building Detail



Location detail

4. All work is to be completed under the institution security policies in effect at that time See Section 111.L Site Rules and Regulations. This may include:
 - a. All contractor personnel subject to background checks, Security office approvals and searched prior to entry into the facility.
 - b. All Trucks and equipment must enter a security gate 16 feet wide by 13 feet tall and any additional motorized equipment must be moved outside the security fence at the end of each work day.
 - c. All tools shall be inventoried and secured each day.

C. PROJECT REQUIREMENTS

The purpose of this RFP is to procure the turn key, (design, manufacture and installation) of a new License Plate Blanking Line. This manufacturing line shall use the raw materials currently used by CSI license plate manufacturing shop. The equipment identified below contains minimum specifications required. If bidder has alternative equipment that can perform the functions to the same standard, the bidder should submit a response with details to support the assertion. The technical approach shall establish the ability of the Contractor to use raw materials provided by the State. The Contractor shall include detailed specifications for each piece of equipment of the License Plate Blanking Line. Contractor shall be totally responsible for all engineering and integration requirements; relocation of current blanking line installation of all new equipment and accessories, production data and services to end with a functioning manufacturing line with mutually agreeable timeline for interruption of production.

Contractor shall be responsible for the procurement and delivery of all equipment and appropriate accessory items necessary for a complete manufacturing line, functional for its intended use and approved by CSI. This design and installation service by the Contractor shall be in cooperation with Cornhusker State Industries (CSI).

Final Payment shall be due upon CSI final written approval and after meeting the following requirements per the Prompt Payment Act:

1. At the conclusion of work the License Plate Blanking line shall produce:
 - a. A takt time of 4000 plates per hour of either motorcycle and/or automotive size laminated license plates;
 - b. With no defects or flaws in the final product
 - i. Examples of specific defects that are not acceptable are: scratches, bubbles, delamination of the printed material, stretch marks, and sharp edges or burrs;
 - c. All mounting and utility connection materials shall be included for hook-up to CSI's distributed utilities;
 - d. Contractor shall ensure processing of all warranty information to appropriate entity;
 - e. Manufacturing line documentation including, but not limited to: equipment manuals, final blueprints, operator instructions, troubleshooting guides, replacement parts lists, firmware and software backups, suggested replacement parts stock lists, preventative maintenance instructions, maintenance item specifications must be kept up to date on a quarterly basis;
 - f. Warranty and support contact list must be provided; and,
 - g. All onsite training must be complete prior to final approval.
 - i. The setup and operation process shall be repeatable with at least three different detail operators as part of the approval.
 - ii. Initially trained individuals must be able to train future workers.

D. BUSINESS REQUIREMENTS

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.

E. SCOPE OF WORK

1. **Project Parameters:**
 - a. Sites/Facilities:

Nebraska State Penitentiary
License Plate Facility
14th and Pioneers Blvd.
Lincoln, NE 68542-2500

b. Industry/Products to be manufactured:

Passenger Size, nominal 6"x12" license plates
Motorcycle Size, nominal 4"x7" license plates

2. Suggested Equipment Items to Be Furnished and Specifications

No.	Qty.	Description
1	1	Horizontal Pallet Decoiler
2	1	Stock Straightener
3	1	Applicator System
4	1	Registry Feed System
5	1	Blanking Press
6	3	Two Stage Compound Blanking Die
7	1	Main Control System

The above equipment is suggested, but bidders should include all of equipment is needed in order to meet the requirements of the RFP to provide a turn-key production line. This line shall produce license plates that meets the specification V.C.1., utilizing 3M Series 922250E/9250T retroreflective sheeting.

The equipment and accessories required above should conform to the specifications and shall be provided complete including freight, FOB Destination, to the plant site. Equipment proposed shall be the latest current models in production as of the date of the solicitation and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below.

Two sets of operation and parts manuals for each piece of installed equipment shall either be collated into binders and provided to the industry supervisor or provide copies of printable electronic manuals

Warranty from the Contractor for all equipment, materials, and workmanship shall be a minimum of one (1) year with warranty period starting at the completion of equipment installation.

Replacement parts shall be readily available for a min of 12 years after the warranty expiration.

F. BIDDER REQUIREMENTS:

The Contractor shall be responsible for the coordination of this entire project: engineering, equipment/accessories, installation, and production services (such as training, start-up, troubleshooting, service, maintenance). The following information should be submitted by the bidder for evaluation. Any proprietary or confidential documentation should be submitted as outlined on the first page of this document.

1. Provide Draft Project Plan with proposal for evaluation of the following:
2. Design/Development Services:
 - a. Facilities & Equipment
 - i. Building Preparation - The bidder shall thoroughly review all details for building preparation, including, but not limited to: building structure, floor construction, electrical, compressed air, gas and water, as required.
 - 1). Based on the proposed equipment, bidder shall provide within their proposal a list of all necessary preparations that CSI should make or modification that will need to be made to the building prior to delivery and installation by the Contractor.
 - 2). CSI will be responsible for all building infrastructure modifications and these cost should NOT be included in the bidders response.
 - ii. Custom Equipment Design -Complete detailed design of custom equipment as required. Proposal should include a detailed blueprint of the equipment as designed. If not included within the proposal, bidder will be required to provide within five (5) business days of a written request by DAS.

- iii. Installation Drawings -Layout drawing(s) should be provided to CSI to assist in the review of equipment installation. Information should include utility connections, assembly and mounting details.
- iv. Estimated installation timeline, ~~including relocation of existing line,~~ installation, implementation, and training of operators, etc. of new line, including estimated timeline for interruption of production.
- b. Codes and Environmental Issues
Contractor shall design and install all equipment in accordance following all applicable codes. Examples might be National Electrical Code, National Fire Protection Association Standards, OSHA, and applicable building code.

- 3. Complete and return Attachment Two – Requirements Matrix.

G. **PERFORM IMPLEMENTATION – INSTALLATION SERVICES**

The Contractor shall be responsible to provide supervision, labor, rigging and transportation services as necessary to install the new equipment, including but not limited to:

- 1. Personnel to properly assemble/install all new industrial equipment and accessories.
- 2. Contractor's personnel shall conduct operational tests to ensure the equipment is operating in the intended manner. The Contractor's personnel shall be thoroughly qualified and experienced in the type of work and the environment in which the work is to be performed. Any personnel working or delivering to the job site will be required to submit Attachment One Personal Information for Security Check NCDS form DCS-A-per-002-pc
- 3. The Contractor shall be responsible to make repairs, and restore the building and/or facilities to original condition, and for any damage that results from installation of Contractor-installed equipment and relocation of current equipment.
- 4. ~~To minimize plate production downtime the Contractor will be required to relocate the existing License Plate production line to a new location within the shop to facilitate the new equipment installation. Contractor shall coordinate new equipment installation and existing equipment operation to minimize disruption of manufacturing capabilities.~~

H. **PROVIDE POST IMPLEMENTATION SUPPORT**

- 1. The Contractor shall provide CSI with the following data and services to assist in the start-up of operations, ensuring satisfactory implementation of the project:
 - a. Manuals - Two complete sets of operation, PLC logic program files and parts manuals shall be provided for all Contractor provided equipment. Manuals should be bound in a heavy-duty three-ring binder with equipment indexed according to the specifications and drawings, or a printable electronic copy may be acceptable.
 - b. Training: Technical Services (Equipment) -After the completion of the installation, the Contractor shall provide technical supervision for a period of three (3) man days (8 hour business day) to train the CSI's personnel and detail workers in the operation and maintenance of the new equipment.
 - c. If, at end of the designated training period, additional training is required, the Contractor shall provide the necessary services as needed at their standard rates.
- 2. The Contractor shall provide unlimited telephone technical support as required for the duration of the contract. Telephone support shall be available Monday thru Friday 7am-5pm CT. Calls shall be returned per the CSI Emergency Response Levels listed in Attachment Two.

I. **DELIVERABLES**

Final Project Plan will be due 60 calendar days after award of contract. Final Project Plan must be signed off by both parties.

- 1. **Milestone One:**
60 calendar days after award of contract, Contractor shall provide the Final Project Plan to CSI for final approval including but not limited to:
 - a. Detailed Project Work Plan
 - i. Final Layout Blueprints
 - ii. Equipment
 - 1). Final Detailed List (Manufacture Make and Model)
 - 2). Equipment Installation Plan
 - a). Infrastructure Requirements
 - 3). Construction Schedules and Milestone(s)
 - 4). Firmware Management Plan
 - 5). Utility Requirements

- b. Implementation Plan
 - i. Implementation Timeline and Milestones
 - ii. Operational Testing Plan
 - iii. Operational Training Plan
 - c. Change Control Plan
 - d. Project Status Reporting Plan
 - e. Business Continuity Plan / Disaster Recovery Plan, etc.
 - f. Existing Equipment Relocation Plan
 - i. Detailed Move Documentation
 - g. Training
 - i. Training Plan
 - ii. On-site Train-the Trainer Session(s)
 - iii. Training and Troubleshooting Materials
 - iv. Administrative and User manuals
 - v. Online training materials (webinars, etc.)
 - h. Post Implementation Support Plan
 - i. System Maintenance / Warranty Support
 - ii. User Documentation and Help Files
 - iii. Hardware and Software Product Documentation
 - iv. System Go-Live
 - v. System Error/Bug Documentation
- 2. **Milestone 2. Delivery of all equipment to the Site.**
- 3. **Milestone 3. Full Implementation, Testing and Training Completed with final inspection and written approval.**

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:
 - 1). The time period of the project;
 - 2). The scheduled and actual completion dates;
 - 3). The bidder's responsibilities;
 - 4). For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - 5). Each project description should identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the

team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

2. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

- a. Attachment Two - Requirements Matrix;
- b. Bidder Requirements; and
- c. Draft project work plan.



JOHNRWA-01

EWILLIAMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kish Agency, Inc. PO Box 579 Reedsville, PA 17084		CONTACT NAME: PHONE (A/C, No, Ext): (717) 667-3254 FAX (A/C, No): (717) 667-3469 E-MAIL ADDRESS: kish.insurance@kishinsurance.com		
INSURED John R. Wald Company, Inc. 10576 Fairgrounds Rd Huntingdon, PA 16652		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Charter Oak Fire Ins Co		25615
		INSURER B: Travelers Property Casualty Company of America		25674
		INSURER C: Travelers Indemnity Co of CT		25682
		INSURER D: Travelers Casualty & Surety Company of America		31194
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		Y-630-8M687076-COF-19	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA 8M669151 TIL	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-8M694252-19-14	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ Aggregate \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-0N123223-19-14-G	1/1/2019	1/1/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Directors & Officers			107027247	1/1/2019	1/1/2020	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of Nebraska, is additional insured on a primary and non-contributory basis as required by written contract subject to policy terms, conditions & exclusions. Waiver of Subrogation applies to the Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

Cornhusker State Industries Attn: Business Manager 800 Pioneers Blvd Lincoln, NE 68502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE JEL <i>[Signature]</i>
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**TECHNICAL PROPOSAL
SUBMISSION**

CORPORATE OVERVIEW

VI. Proposal Instructions

CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

BIDDER IDENTIFICATION AND INFORMATION

Please see Firm Profile located in the Technical Proposal Tab.

FINANCIAL STATEMENTS

John R. Wald is a wholly owned subsidiary of Hills Numberplates Ltd., Birmingham, UK. Both Companies are privately held with John R. Wald being incorporated in the state of Pennsylvania.

CHANGE OF OWNERSHIP

Wald will advise the state in of any change in ownership or control of the company. We do not anticipate any change in ownership in the twelve (12) months following the proposal due date.

OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

Please see Firm Profile located in the Technical Proposal Tab

RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Wald has sold items such as furniture components and license plate equipment parts during the previous three years. We are not currently under contract with the state.

BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

No person employed by John R. Wald nor any supplier to John R. Wald is currently or has been an employee of the state of Nebraska

CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

John R. Wald Company, Inc. has never had a contract terminated for default, convenience, non-performance, non-allocation of funds or for any other reason.

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:

The time period of the project;

2). The scheduled and actual completion dates;

3). The bidder's responsibilities;

4). For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and

5). Each project description should identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.

If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

Please see the References Document located in the Technical Proposal Tab

SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

[Please see the Personnel / Management Approach located in the Technical Proposal Tab](#)

SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s);
- specific tasks for each subcontractor(s);
- percentage of performance hours intended for each subcontract; and
- total percentage of subcontractor(s) performance hours.

[Wald does not anticipate utilizing any subcontractors in the fulfillment of this contract](#)

TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

Attachment Two - Requirements Matrix;
Bidder Requirements; and
Draft project work plan.

[Please see these subsections located in the Technical Proposal Tab](#)

FIRM PROFILE

JOHN R WALD COMPANY, INC.

Location & Contact Information

The company headquarters, R&D center, sales operations and manufacturing facility of the John R. Wald Company, Inc. (Wald) are based at the following address:

John R. Wald Company, Inc.
10576 Fairgrounds Road
Huntingdon, PA 16652 USA
Tel. +1 (814) 643-3908
Toll Free 800-221-WALD (9253)
Fax +1 (814) 643-5300
General/Sales Email: jrwald@jrwald.com
Order Placement: orders@jrwald.com
www.jrwald.com

Company Ownership

Wald was originally founded in 1924 in Pennsylvania, USA and was later incorporated on February 16, 1948 under the laws of the Commonwealth of Pennsylvania. Wald is a wholly-owned subsidiary of Hills Numberplates US, Inc. (Hills US), a holding company incorporated under the laws of the state of Delaware and located at the same address as Wald's headquarters. Wald and Hills US are wholly owned by Hills Numberplates Ltd., our 90-year old parent company based in Birmingham, England, which acquired Wald on September 6, 2017. More information about Hills Numberplates Ltd. is available at www.hillsnumberplates.com.

Business Identification

Federal EIN: 23-1309929
Dun and Bradstreet No. 01-423-4256
SBA Customer ID: PO516155

Public Accounting & Tax Compliance Firm

Mazars USA LLP
501 Office Center Drive, Suite 300
Fort Washington, PA 19304
Tel. +1 (267) 532-4462
Managing Partner: Jim Welsh, CPA

Banking Partner

Kish Bank
9471 William Penn Highway
Huntingdon, PA 16652
Tel. +1 (814) 641-9677
Fax +1 (814) 641-7102
Contact: Larry Burger, Vice President



Employees

Wald currently employs 21 full-time staff at its location in Huntingdon, Pennsylvania, USA. Our parent company Hills Numberplates Ltd. employs approximately 225 employees worldwide.

Management

CEO

Eric E. Pizzuti
eepizzuti@jrwald.com

COO & VP of Operations

Douglas A. Tietjens
dtietjens@jrwald.com

VP of Sales & Marketing

Lynn A. Conaway
lconaway@jrwald.com

VP of Engineering

Herman E. Arnold
harnold@jrwald.com

Accounting Manager

Lorry Hicks
lhicks@jrwald.com

Plant Manager

David Leonard
dleonard@jrwald.com

Company Background & History

Since 1924, the John R. Wald Company, Inc. has been a leader in engineered manufacturing solutions and automated production systems for correctional industries for nearly 100 years. Our founder, Mr. John R. Wald, now deceased, served as the superintendent of the then Prison Labor Division of the Pennsylvania Department of Welfare from 1919 to 1924, where he designed, patented and introduced the first systems for the automated stamping of license plates. These systems allowed Pennsylvania to dramatically increase its production of license plates to 800,000 units per year, a milestone at the time. Later, Mr. Wald struck out on his own and started the John R Wald Company, assisting the various US states to establish their formal correctional industries programs and supplying the production systems that states needed to make license plates.

Wald's first production solutions were not limited to license plate lines, but later evolved to include janitorial supplies mixing and filling lines, soap production lines, wood and metal finishing lines, furniture production lines, and many others as correctional industries sought out Wald to furnish the production equipment required for their various applications. We are proud to say that many government customers have confidently contracted with Wald for the planning, engineering and installation of industrial facilities and production lines in correctional institutions over our long history. A significant number of these installations encompassed license plate manufacturing industries, but have expanded to other



manufacturing applications including furniture, janitorial supplies, soap and woodworking. Over the years, Wald has provided equipment, supplies, software and/or services to every license plate manufacturing plant in the United States. Wald has also installed license plate equipment in several foreign countries including Canada, Mexico, Brazil, Venezuela, Bahamas, and Nigeria.

To this day, Wald continues to be an ardent and faithful supporter of correctional industries and our mission is focused on providing the systems that allow correctional industries to produce products while providing the much-needed job training and skills inmates require for success post-release. In fact, the John R Wald Company is one of the founding members of the National Correctional Industries Association (www.nationalcia.org), and each year an executive from Wald presents the prestigious Rodli award to a correctional industries director for her or his outstanding service and contribution to the profession. The Rodli award is named after a past president of Wald, Mr. Gilbert Rodli.

Our project teams draw on personal expertise in purchasing, information technology, manufacturing, engineering and field service to meet the project objectives. Through our in-depth knowledge of operations, processes and production requirements, Wald is recognized as the "Industry Expert" for the production of license plates and other solutions within the correctional industries and motor vehicle administration segments.

UTAL Company Profile

Based in the historic university city of Poznań, Poland, UTAL is a global leader in the design and manufacture of advanced license plate production lines, systems and components, as well as a leading manufacturer and distributor of finished license plates and accessories sold in the EMEA region. Known for innovative features and reliable build, UTAL products have been installed in critical applications to produce the highest quality license plates that meet the most stringent specifications and incorporate the latest security technologies to fulfill the regulatory requirements of our diverse customers. Our product line includes the following:

- Automated Blanking Lines for the production of license plate blanks. Utal blanking lines can be fully configured with an aluminum decoiler, aluminum straightener, inductive technology substrate pre-heater, reflective sheeting applicator/registry, precision high-speed hydraulic press, custom standard or compound blanking dies, slug collection system and indexing outfeed conveyor with counter.
- Fully Automated Embossing Lines for the personalization and finishing of license plates, including the embossing and ink coating of registration numbers compliant with the standards required in the jurisdictions where the license plate will be issued.
- Standalone Embossing Presses, including our advanced NFC Secure Press incorporating Near Field Communication (NFC) technology to ensure that the embossed registration characters match the production order transmitted to the system. The NFC Secure press ensures high security of license plate production and prevents both production errors as well as counterfeit plates.
- Tooling and dies for the blanking and embossing of license plates.
- License plate raw materials and components, such as reflective sheeting.
- Decorative or personalized logo license plate frames for mounting license plates to vehicles – a perfect solution for advertising.
- Design, construction and implementation of street signage systems.

UTAL's license plate production equipment is backed by deep experience in the license plate market. Based on that experience and market knowledge, we create innovative solutions tailored to the specific needs of our customers. UTAL is a global company, with customers and distributors in more than 50 countries.

In 1996, UTAL received the German DIN certification and we are System Certified to the ISO 9001:2008 Quality Management System. UTAL product designs conform to the requirements of EU directives and carry the CE Safety Certification. We have won numerous awards for our innovation, high quality and reliability.

Since its founding in 1991, UTAL has realized significant growth and continues to expand its license plate technologies and product line through significant investment in research and development.

Utal Authorized Distributor



Key to our innovation is a state-of-the-art R&D facility located at our industrial campus. Our engineering efforts continue to focus on valuable new solutions that prevent counterfeiting and illegal production of license plates, automate license plate production, and increase the quality of finished license plates for our customers. In addition to its proprietary engineering and product designs, UTAL ensures perfect execution of product realization and highest quality by manufacturing its own products in a clean, modern, efficient production facility. We back our products and customers with industry leading technical support and service.

UTAL Timeline



2019

Utal currently maintains a solid growth track. With a newly completed engineering and manufacturing facility, UTAL has expanded its plant by 4200 square meters, giving them the capacity to meet the production demands to sustain its growth and to ensure reliable delivery of product to customers.

2017

UTAL reached another major production milestone, producing 10,000,000 license plates in that year. Our export of products extends to over 50 countries around the world.

2015

UTAL introduces the [NFC Secure Press](#), which provides customers strict control and secure production of license plates by verifying embossing die sequences through NFC technology and validating those sequences against work order or DMV database in real time.



Utal Authorized Distributor





2014

UTAL designs and introduces its first [Fully Automated Embossing Line](#) for the personalization of license plates and printing of registration numbers.

UTAL's business success continues as sales of the company's products expand to 43 countries around the world.

2013

UTAL reaches a new production milestone, manufacturing 6,000,000 license plates for the year. UTAL's sales reach extends to 22 countries around the world.

2012

UTAL establishes a joint venture in Russia for the supply of license plates to the vehicle market in the region.



2009

UTAL expands the capabilities at its industrial park, adding a manufacturing plant with a highly automated production line for the custom printing of license plate frames.

2007

UTAL designs and introduces its complete, automated [Blanking Line](#), the fastest license plate blanking system in the world.



2003

Utal completes a comprehensive project for its home city of Poznań, Poland, deploying an attractive and [modern City Information System](#) utilizing UTAL high-quality street sign systems.



2001

Utal establishes a new Research and Development center where a team of multi-disciplined engineers design equipment for the production of license plates and develop license plate authentication and anti-counterfeiting technologies.



2000

UTAL introduces its first glass bead reflective license plates in Poland.

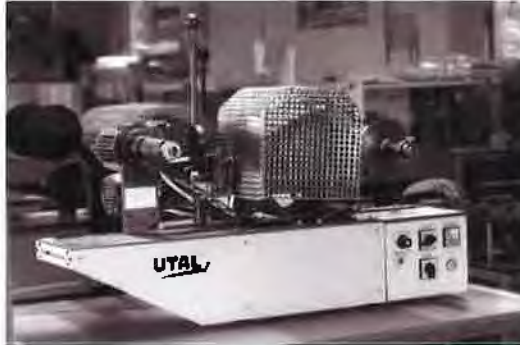


INNOWACYJNA
GOSPODARKA
NARODOWA STRATEGIA SPÓJNOŚCI

UTAL LICENSE PLATE
SOLUTIONS

Fundusze Europejskie - dla rozwoju innowacyjnej gospodarki

UNIA EUROPEJSKA
EUROPEJSKI FUNDUSZ
ROZWOJU REGIONALNEGO



2000

UTAL designs and introduces the first model in its license plate equipment solutions, a hot stamp numeral coating machine.

1997

UTAL introduces [License Plate Frames](#), a new product that complemented UTAL license plates and provided vehicle owners a tailored vehicle mounting solution.



1992

On May 12, 1992 UTAL began full scale license plate production for the Polish market.

1991

UTAL is founded on December 18, 1991 by engineer Jacek Wojciechowski, who for many years had worked in the license plate industry in Europe designing and deploying automated, efficient plate manufacturing systems. Our original manufacturing operation was established to produce license plates for the Polish market.

Utal Authorized Distributor



PROJECT REFERENCES - BLANKING

New York Correctional Industries (Corcraft)

Projects:

License Plate Applicator / Laminator – Wald / Utal

Date: August 2019

Design, Build, Supply, Install, Service

Prime Contractor

- Three (3) – Wald/Utal Applicators/Laminators Integrated Into Current Lines
- Three (3) – Wald/Utal Registry Roll Feed Systems
- Three (3) – Wald/Utal Line Control Cabinets
- One (1) – Wald/Utal Substrate Preheat Device

License Plate Digital Print Systems

Contact: William Southwood, Plant Manager

Phone: (315) 253-8401 x2350

Email: William.southwood@doccs.ny.gov

Maryland Correctional Enterprises

Projects:

License Plate Applicator/Registry System/Blanking Line

Date: 2010-current

Design, Build, Supply, Install, Service

Prime Contractor

- One (1) applicator / registry system under sheeting contract

License Plate Blanking Line Equipment

Support of Blanking and Embossing Equipment

Digital Print – DigiTag™ Solo special graphics (Print-to-Emboss)

Date: May 2019

Design, Build, Supply, Install, Service

Prime Contractor

Contact: Stephen Sanders, Operations Manager

Phone: (410) 540-5479

Email: Stephen.sanders@maryland.gov

PROJECT REFERENCES - BLANKING

North Carolina Correction Enterprises

Projects:

License Plate Blanking Line
Date: Ongoing Support
Design, Build, Supply, Install, Service
Prime Contractor

- License Plate Blanking and Embossing Equipment
- Production Management
- Digital Print Specialty License Plates

Contact: Ms. Tracey Goodwin, General Manager
Phone: (919) 753-4001
Email: tracey.goodwin@ncdps.gov

Intellectual Technology Incorporated

Projects:

South Dakota – Pheasantland Industries

License Plate Blanking Line – Complete
Date: 2015
Design, Build, Supply, Install, Service
Subcontractor to ITI as Prime for the state of South Dakota

Complete License Plate Blanking Line
License Plate Digital Print Systems

Contact: Drew Nicholson, President
Phone: (260) 459-8800
Email: dnicholson@iti4dmv.com



LAGUNA DE TAMIAHUA No. 161
Col. ANÁHUAC I SECCIÓN
MIGUEL HIDALGO
11320 CIUDAD DE MÉXICO, MÉXICO

04.02.2019, Ciudad de México

REFERENCE LETTER

We, APPLI-K S.A. de C.V. hereby confirm that Utal sp. z o. o. has carried an order for the production, delivery and installation of Automated production line for blank plates which consists of horizontal decoiler, aluminium tape straightener and heater, aluminium tape feeder, laminator, hydraulic press with aggregate, control panel, control cabinet, license plates collector and cutting-embossing tools. The delivery took place in the year 2018.

In the course of our cooperation Utal sp. z o.o. has confirmed its high professional qualifications. The order was fulfilled in compliance with the purchasers requirements and the Automated production line for blank plates was delivered and installed on time.

We would undoubtedly recommend Utal sp. z o.o. as a reliable and responsible contractor.

Sincerely yours,

Lic. Rafael Artasánchez Bautista

Director

(5255) 5342-3133

APPLI-K S.A. DE C.V.
Tamiahua No. 161 Col. Anahua C.P. 11320 Del. Miguel Hidalgo México D.F. México
Tels: (55) 5342 - 3133, 5342 - 3263



Lublin, 05.02.2019

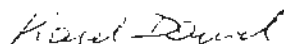
REFERENCE LETTER

We, TABLA SP. z o.o. hereby confirm that Utal sp. z o. o. has carried an order for the production, delivery and installation of Automated production line for blank plates which consists of horizontal decoiler, aluminium tape straightener and heater, aluminium tape feeder, laminator, hydraulic press with aggregate, control panel, control cabinet, license plates collector and cutting-embossing tools. The delivery took place in the year 2018.

In the course of our cooperation Utal sp. z o.o. has confirmed its high professional qualifications. The order was fulfilled in compliance with the purchasers requirements and the Automated production line for blank plates was delivered and installed on time.

We would undoubtedly recommend Utal sp. z o.o. as a reliable and responsible contractor.

Sincerely yours,



Karol Daniel

Vice-president

Tel. +48603302020



Общество с ограниченной ответственностью «Типография №2»

630084, г. Новосибирск, ул. Авиастроителей, 30
ИНН 5401269167/ КПП 540101001
Р/сч. 40702810903000001352 в
банке «Левобережный» (ПАО)
г.Новосибирска
К/сч. 30101810100000000850
БИК 045004850
ОГРН 1065401093141

тел.: 8 (383) 265-08-25, 281-19-80, 265-97-87
тел/факс: (8-383) 265-08-25

ИСХ.№ 104 от 04.02.2019г.

ООО 'Tipografia n2'
630084 Aviastroitelei 30
04.02.2019 Novosibirsk, Russia

REFERENCE LETTER

We, Tipografia Nr2 hereby confirm that Utal sp. z o. o. has carried an order for the production, delivery and installation of Automated production line for blank plates which consists of horizontal decoiler, aluminium tape straightener and heater, aluminium tape feeder, laminator, hydraulic press with aggregate, control panel, control cabinet, license plates collector and cutting-embossing tools. The delivery took place in the year 2018.

In the course of our cooperation Utal sp. z o.o. has confirmed its high professional qualifications. The order was fulfilled in compliance with the purchasers requirements and the Automated production line for blank plates was delivered and installed on time.

We would undoubtedly recommend Utal sp. z o.o. as a reliable and responsible contractor.

Sincerely yours,

Evgenia Pankina

Deputy Drector General

+7 8(383)281-19-80





LICENSE PLATE EXPERTISE & DIGITAL SYSTEMS

The John R. Wald Company has been engaged in designing, engineering, and installing industrial facilities in penal and correctional institutions since 1924. A significant proportion of these installations were for license plate manufacturing industries. Our very first Wald-designed and installed industry was a license plate plant for the State of West Virginia.

Our records indicate the existence of forty-three license plate manufacturing enterprises in correctional facilities of the United States and District of Columbia. Forty-two of these factories were complete John R. Wald Company designed, supplied and installed facilities, on a "turnkey" basis, with the remainder having a majority of John R. Wald Company equipment.

We have also designed and installed entire plants or provided substantial amounts of our equipment to five large scale United States commercial producers of automobile license plates. Additionally, we have implemented complete license plate manufacturing facilities for commercial producers in Canada (two), Mexico (two), Brazil, Nigeria, and Venezuela.

We are the only organization qualified to offer the benefit of over ninety years of highly specialized experience in the area of license plate production.

A list of John R. Wald Company digital license plate projects completed in the past several years follows:

<u>Client</u>	<u>Project</u>
Auburn Correctional Facility Auburn, New York	License Plate Applicator / Registry System
Maryland Correctional Enterprises Jessup, Maryland	License Plate: DigiTag™ Solo UV Inkjet Digital Printing System
Bahamas Dept. of Corrections Nassau, Bahamas	License Plate: DigiTag™ Solo UV Inkjet Digital Printing System (3) and Embossing Stations
Georgia Correctional Industries Helena, Georgia	License Plate: Digital License Plate Production System
South Dakota Sioux Falls, South Dakota	License Plate: Blanking Equipment / Digital Printing System
Nova Scotia Canada	License Plate: Digital License Plate Production System
Indiana Fort Wayne, Indiana	License Plate: Digital License Plate Production System
Nevada Carson City, Nevada	License Plate: Blanking Equipment / Digital Printing System
Rough Rider Industries Bismarck, North Dakota	License Plate: Digital License Plate Production System
Colorado Dept. of Correction Canon City, Colorado	License Plate: Direct Mail (LPD)
Washington Department of Corr. Walla Walla, Washington	License Plate: Direct Mail (LPD)

Auburn Correctional Facility Auburn, New York	License Plate: DigiTag Printer
Auburn Correctional Facility Auburn, New York	License Plate: Direct Mail Labeling System (LPD)
Maryland Correctional Enterprises Jessup, Maryland	License Plate: DigiTag Production Management / Barcoding / Inventory Control
Macon Resources Decatur, Illinois	License Plate: DigiTag Bar Coding, Labeling, DigiTag Production Management
Auburn Correctional Facility Auburn, New York	License Plate: DigiTag Services: Printing, Digitizer, Direct Mail, Labeling, Electronic Order Administration
Connecticut Correctional Industries Cheshire Correctional Institution Cheshire, Connecticut	License Plate: Digital Printing
North Carolina Dept. of Correction Raleigh, North Carolina	License Plate: Digital License Plate Printing System
Colorado Dept. of Correction Canon City, Colorado	License Plate: Digital License Plate Printing System
Washington Department of Corr. Walla Walla, Washington	License Plate: Digital License Plate Printing System
TRICOR WTSP Henning, Tennessee	License Plate: Blanking Line (Digital)
Pennsylvania Department of Corrections SCI Huntingdon Huntingdon, Pennsylvania	License Plate: Digital Printing, DigiTag 1650 & SOLO UV Printer
Auburn Correctional Facility Auburn, New York	License Plate: Digital License Plate Printing System
Mexico Placas Realzadas	License Plate: LPRL (License Plate Reader Labeling System)
Auburn Correctional Facility Auburn, New York	License Plate: LPRL (License Plate Reader Labeling System)
Delivery Point Services, Inc. Hartford, Connecticut	License Plate Reader/Labeling/Printing System (LPRL/P)



11/19

Contracts Awarded in the Past 10 Years

Client	Industry
Pennsylvania Department of Corrections SCI Huntingdon Huntingdon, Pennsylvania	Bar Soap Line
Auburn Correctional Facility Auburn, New York	License Plate Applicator / Registry System
Hills Brazil Palhoca, SC	License Plate: Blanking Line
Bahamas / Nassau	License Plate Manufacturing System
Auburn Correctional Facility Auburn, New York	Digital License Plate Production System
Georgia Correctional Industries Helena, Georgia	License Plate Production System
Intellectual Technologies, Inc. / South Dakota Sioux Falls, South Dakota	Digital License Plate Printing System and Blanking System
Waldale / Indiana Fort Wayne, Indiana	Digital License Plate Printing System and Blanking System
Vermont Correctional Industries Swanton, Vermont	License Plate: Low-Volume Embossing System / Batch Oven
Waldale Amherst, Nova Scotia	Digital License Plate Printing System
Intellectual Technologies, Inc. Fort Wayne, Indiana	Digital License Plate Printing System
Waldale / Nevada Carson City, Nevada	Digital License Plate Printing System and Blanking Equipment
North Dakota Correctional Industries Bismarck, North Dakota	Digital License Plate Production System
Washington Correctional Industries Walla Walla, Washington	License Plate: LPD Direct Mail System
Nigeria / Awka	License Plate: Blanking Line
Nigeria / Abuja	Sign: Road Sign Manufacturing Equipment
Potenza / Mexico	License Plate: Blanking / Embossing Systems
Colorado Territorial Correctional Facility Canon City, Colorado	License Plate: Direct Mail System
(continued)	

Pennsylvania Department of Corrections SCI Huntingdon Huntingdon, Pennsylvania	License Plate: Specialty License Plate Production System
Nigeria / Lagos	License Plate: Screen Printing Equipment
Nanohorizons Bellefonte, Pennsylvania	Dust Collector System
Jessup Correctional Institution Jessup, Maryland	License Plate: DigiTag - Production Mgmt. / Inventory Control
Auburn Correctional Facility Auburn, New York	License Plate: Labeling System
Dorchester Penitentiary Dorchester, New Brunswick	Metal: Batch Oven
Buckingham Correctional Center Dillwyn, Virginia	Metal: 5-Stage Washer
Nigeria / Abuja and Awka	License Plate: Screen Printing Equipment
Auburn Correctional Facility Auburn, New York	License Plate: Digital 1650 Printer
Texas Department of Criminal Justice Sugarland, Texas	Janitorial Products: Liquid Filling System
Macon Resources, Inc. Decatur, Illinois	License Plate: DigiTag Bar Code System
Nigeria / Lagos	License Plate: Manufacturing Equipment
Auburn Correctional Facility Auburn, New York	License Plate: Oven Upgrade
Connecticut Correctional Enterprises Cheshire, Connecticut	Sign / Digital Print System
Georgia Correctional Industries Decatur, Georgia	Bar Soap Equipment
Kansas Correctional Industries Lansing, Kansas	Metal: Powder Finishing System
Southeast Correctional Center Charleston, Missouri	Wood: Paint Booth
Virginia Dept. of Transportation Manassas, Virginia	Salt Conveyor System
Lanesboro Correctional Center Polkton, North Carolina	Wood: Dust Extraction System
North Carolina Correctional Inst. For Women Raleigh, North Carolina	License Plate: Digital Printing System

PERSONNEL / MANAGEMENT APPROACH:

The John R. Wald Company ("Wald") has reviewed the specifications for this project and has attained a thorough understanding of the nature of the work contained in the solicitation. As a leader in the design, development, manufacturing, integration, sale and support of equipment and systems used in the production of license plates, Wald has accumulated over 95 years of experience in this area. We undertake projects of this nature with a coherent, consistent management plan that is designed to "Make it Work" for our customer.

In accordance with our expertise and experience, we have attached a project timetable that outlines the key actions and plan that Wald will complete for the successful implementation of the specified license plate blanking line upon award of the contract and issuance of a purchase order by the State of Nebraska. Through the coordinated and well-communicated effort of both the Project Team outlined in our Personnel Profile and the designated engineering Project Manager, we anticipate this project to proceed according to the milestones noted in the project timetable this proposal.

The Scope of Work statement included below outlines the comprehensive nature of our offering.

SCOPE OF WORK

The John R. Wald Company proposes to furnish:

- Project Management
- Design / Development
- Equipment/ Systems / Accessories
- Production Data and Installation Services
- Contractual Services

Wald will ensure that the proposed license plate blanking line is designed, manufactured, delivered, installed, tested and fully operational upon completion. We will ensure that the line produces license plate blanks in accordance with the specifications, and we will train the staff designated by the customer in the proper operation of the blanking line. Wald will deploy and maintain the customer and technical service required to ensure a successful project completion in accordance with the project timetable.

Wald will assume full responsibility as the contractor responsible for development and administration of the project, planning and engineering, equipment production and delivery, installation, testing, training and start-up guidance required. The project will be completed in cooperation and coordination with you, our customer, the State of Nebraska.

PROJECT PHASES

The project will be divided into two distinct phases:

- Phase One
Initial implementation activities including:
 - Design & Development
 - Equipment, Systems & Accessories
 - Installation Services
 - Production Data and Training
- Phase Two
On-going contractual Services including:
 - Comprehensive Technical Services and Support
 - On-going Training

- Technical Briefings
- Software Upgrades

**Project
Manager**

Project Administration services will be under the direction of **Shawn Keister**, Wald Project Engineer, and will be in coordination with the Wald Project Team and Uta Product Engineers

PHASE ONE:
DESIGN / DEVELOPMENT

The John R. Wald Company proposes to provide comprehensive engineering, design and development services to ensure that the equipment meets the industrial requirements of the building & facilities.

Specifically, these services shall include the following:

**PARAMETER
DEVELOPMENT**

- Meet with project administrator(s) and others, as required, to generally review the project, establish final project parameters, define timetables and establish responsibilities for actions required.
- Review and prioritize the primary objectives of the new system, which may include
 - Reducing manufacturing cost;
 - Optimizing production to reduce delivery times;
 - Increasing production efficiencies to minimize scrap;
 - Reviewing opportunities to leverage the technology incorporated in the new system;
 - Improving operational safety.
- Evaluate the details of production requirements
- Analyze existing production capacity and determine usefulness of existing equipment, systems, facilities or processes for potential integration with the new system.

**FACILITY
CONSTRUCTION
DETAILS**

Based on the systems and equipment selections and other parameters developed and agreed upon by the Wald Company and the Customer, Wald's engineers will review facility construction and requirements.

Wald will provide recommendations and a plan for preparation of the industrial facility to satisfy equipment installation requirements.

Wald engineering will generate a dimensioned system layout with sufficient detail to identify utility and other services requirements, equipment locations, and necessary building preparations for the installation.

**SOFTWARE
DESIGN**

System software and any applicable network topology shall be configured and/or developed to meet the project parameters. Proper configuration, implementation, and integration of the following will be considered:

- Remote diagnostic capabilities for service and maintenance of the blanking line equipment, if allowed.

**NETWORK
CONFIGURATION
PARAMETERS**

Although the blanking line is capable of operation without permanent connection to a network, such a connection may be helpful for post-installation support and maintenance. If a network connection is permitted and available, the network capabilities of the facilities and offices will be assessed and a plan will be developed to ensure proper data flow throughout the entire system. Remote support options will be reviewed with appropriate personnel to determine remote access capabilities.

**PHASE ONE:
EQUIPMENT / SYSTEMS / ACCESSORIES**

**EQUIPMENT
SELECTION
CRITERIA**

The John R. Wald Company will furnish equipment, systems and accessories as listed herein. All major equipment is listed and will be provided complete with hook-up materials (within 10 feet of equipment location), freight to site, and all accessories for a complete system, functional for the production of license plate blanks. Operator, service, maintenance and parts manuals will be provided for all major equipment and software items.

The selection of systems is based on our understanding of the production requirements of the customer, our unique knowledge of license plate manufacturing processes and our research and development of the most current technology available. The systems\ components listed are custom designed, specified and/or manufactured by the John R. Wald Company or its suppliers, incorporating the best components commercially available.

**EQUIPMENT /
SYSTEM LIST**

QTY.

DESCRIPTION

License Plate Blanking Line

1.	1	Horizontal Pallet Decoiler
2.	1	Substrate Stock Straightener
3.	1	Applicator / Laminator
4.	1	Graphic Registry Feed System
5.	1	45 Ton Blanking Press w/ Outfeed Conveyor & Accessories
6.	2	2-Stage Compound Blanking / Rimming Die, 6" x 12"
7.	1	Blanking Die, 4" x 7"
8.	1	Main Control System

PHASE ONE:
INSTALLATION SERVICES

The John R. Wald Company proposes to provide the owner with materials and services to complete installation of all systems and assist in the start-up of industrial operations, ensuring satisfactory implementation of the project. This will include:

INSTALLATION Wald will provide technical field personnel to install all proposed new equipment/software and accessories. Where applicable, equipment will be tested at our home office prior to installation.

Installation services will be under the direction of **Henrik Berger**, Wald Lead Technician, and will be in coordination with the Wald Project Manager and Project Team as well as Utal Product Engineers

Installation services shall include the following:

- Assembly and mounting of equipment/accessories (as appropriate).
- Utility hook-up from owner distributed terminal points to equipment and accessories:
 - Electrical
 - Compressed Air
- If applicable, network connection from owner distributed terminal points to equipment and accessories
- Operational testing and adjustments, as necessary, to ensure equipment is operating as specified.
- System software installation and testing prior to delivery to the plant site as much as is possible. Integration with customer's network will be conducted on-site as appropriate or required.

PHASE ONE:
PRODUCTION DATA & TRAINING

**OPERATION
MANUALS**

The John R. Wald Company proposes to provide product support literature such as operations and parts manuals, spare and replacement parts lists, and comprehensive training in all aspects of this project.

Operation, maintenance and parts manuals for all new equipment shall be supplied in both hardcopy and electronic form.

**TECHNICAL
TRAINING**

Provide technical operations training for each system during system startup. A training plan for the period shall be submitted for Customer's approval prior to the start of training. Complete training manuals with tips, sequence of events, and troubleshooting will be provided. Training activities shall include:

System Operational Training

A complete explanation of the operation of each equipment component/subsystem.

A detailed hands-on demonstration of all functions for each item and how to make adjustments of these functions.

Time will be allowed for the Customer's designated production personnel to operate the entire system fully with John R. Wald Company technicians and appropriate manufacturer's technical personnel in attendance. This guidance is designed to ensure customer success.

Training of appropriate personnel in maintenance of the equipment/system.

PHASE TWO: CONTRACTUAL SERVICES

At the completion of Phase One of this project, the John R. Wald Company proposes to provide services and materials for an on-going basis to ensure the productivity and successful operation of the system. These services will include technical service and support, additional training, technical guidance and software any system software or firmware updates that may become available.

Comprehensive coverage, as outlined below, will continue for the term of the contract.

TECHNICAL SERVICE AND SUPPORT

In addition to the technical operations training for the processing equipment/facilities, the following services shall be provided:

- If a network connection exists or is permitted, diagnostic support of the system and its components may be provided via remote connection from our office to the system to enable Wald to analyze and correct most technical difficulties.
- On-site support of equipment and systems will be provided as necessary.
 - Emergency service will be dispatched as necessary when Wald determines that all other avenues for issue resolution have been exhausted remotely. Wald will dispatch a qualified service technician within 48 hours (weekends excluded) from the time that Wald, through coordination with the Customer, determines that an on-site visit is necessary.
- Wald customer service and technical support specialists will provide technical assistance via phone as needed for issue resolution. Customer may contact Wald technical assistance toll free at (800) 221-9253.

EXTENDED MAINTENANCE PROGRAM

Instruction in the proper maintenance of all systems will be included in Wald's initial, on-site training session along with assistance in preparing routine maintenance schedules.

Site Visits

Regularly scheduled visits (at least every 6 months) to the site by qualified John R. Wald Company factory technicians shall occur to evaluate, adjust and to assure proper maintenance of system and its components.

Emergency Service

Customer may request emergency assistance via phone by dialing the company toll free at (800) 221-9253. Wald will provide the customer assistance for problems between the normal business hours of 8:00 a.m. and 5:00 p.m. Eastern Time. Outside of this time period, Wald maintains a 24-hour emergency answering service for technical support via the same number.

Response to
Calls

Within two hours from the initial call a John R. Wald employee will respond to the maintenance request. If the problem cannot be solved in a reasonable time period via phone or remote diagnostics, then a decision will be made to dispatch a field technician to the site.

Field Technicians

Wald maintains a staff of qualified field technicians and engineers at our office in Huntingdon, Pennsylvania. Profiles of these individuals in the Personnel Profile Summary section of our bid response.

**ON-GOING
TRAINING**

To ensure customer success, the John R. Wald Company will provide routine training, as necessary, during scheduled maintenance visits at no additional charge. Training and Instructional Guides may be made available to new users of the system upon request.

**TECHNICAL
BRIEFINGS**

Periodically, we may issue technical briefings pertinent to the equipment / systems installed. Product & production tips, troubleshooting, common mistakes and other general guidance will be provided to the customer.

OWNER RESPONSIBILITIES

The satisfactory completion of this project will require a cooperative effort among all project participants. The following items are not intended to limit the responsibilities of others but rather to identify some responsibilities at this time that are appropriate for efficient project fulfillment and Customer success:

GENERAL

Customer is responsible for any federal, state or local sales or use taxes incurred as a result of this project.

Customer will actively participate and cooperate with Wald in the establishment of parameters governing system design, development and installation.

BUILDING PREPARATION

Customer shall make available a suitable industrial space as outlined and specified in the Layout Drawing. The facility shall include, among other things noted in this project, the following

Distribution (with disconnects and lock-outs) of all utilities to the designated equipment locations.

Where available or permitted, a network connection for troubleshooting from remote locations

PERSONNEL

Customer will make available to Wald a full-time supervisor/liaison to be present on-site to work with John R. Wald Company project supervisory personnel and installation staff.

Customer shall provide inmate labor for training and production, as designated by the customer.

EQUIPMENT & ACCESSORIES

Customer will make available and provide any additional equipment, facilities, systems, services, utilities, staff or the like that it has agreed in this contract would be provided by the Customer or by a third party other than Wald.

Customer will remove any existing equipment in the area where the new system will be installed.

MATERIALS

Customer will provide any raw materials, supplies or consumables use in the system for the manufacture of blanks, unless otherwise specified in this proposal.

RESUMES OF KEY EMPLOYEES

The management team, along with the support of the employees, is the backbone of the Company and the reason for its success. Information regarding management and employees is provided below:

Eric E. Pizzuti

Eric is the CEO, responsible for planning, directing, and controlling Company resources. He monitors the performance of the Company against established objectives and adjusting strategies, as necessary, and provides direction to key management personnel, participates in the Company's sales, marketing, and business development efforts.

- Eric has twenty-five years experience with digital print systems for license plates
- Vice President & General Manager, AstroNova, Inc., QuickLabel Systems a thermal print technology company, Rhode Island
- Eric received his Undergraduate degree in economics from Boston College, MBA from Sawyer School of Management and Juris Doctorate degree from Suffolk University Law School.

Herman E. Arnold, P.E.

Herm is the Vice President of Engineering, responsible for all corporate Research & Development and the productivity of the Engineering Department. He also serves a support function as Chief Engineer for Order Administration and Sales. As appropriate, he assumes technical leadership role in project planning and development.

- Herm has thirty-eight years engineering experience with John R. Wald Company
- He is registered Professional Engineer in Arkansas, Pennsylvania, West Virginia, Ohio, Kentucky and Connecticut
- Herm previously served as Project Manager for Pennsylvania Glass Sand, Inc.
- Herm received his Aerospace Engineering graduate degree from The Pennsylvania State University, in 1970

Douglas A. Tietjens

Doug is the Vice President of Operations, responsible for planning, scheduling, and the coordination of all related Company functions to assure satisfactory performance of contracts, projects and sales orders. He is responsible for coordinating all accounting, human resources, legal and risk management, and information technology for the Company. He is also responsible for the oversight and project management of all development projects involving information technology.

- Doug has fourteen years experience with John R. Wald Company and over twenty years of related business experience
- He was previously a Senior Commercial Lines Underwriter with the Mutual Benefit Insurance Company. He holds professional designations such as Chartered Property & Casualty Underwriter, Associate in Risk Management, and Associate in Strategic Underwriting
- Prior to MBG he was Sales and Marketing Manager with John R. Wald Company
- Doug received his Bachelor of Arts degree from Gettysburg College in Management, 1990

Lynn A. Conaway

Lynn is the Vice President, Sales & Marketing, responsible for directing the sales and marketing efforts of the company including: customer relations, pricing, proposals and market development. He is also responsible for developing and implementing marketing initiatives via Trade Journal advertising and Trade Show participation and Web based and electronic communications. Lynn is also responsible for overseeing the designing of digital artwork in support of our digital license plate and other digital initiatives.

- Lynn has thirteen years experience with the John R. Wald Company and over thirty years professional sales and marketing experience
- Lynn was previously Sales Manager for Stultz & Brown Pontiac – GMC Truck, Huntingdon, PA, National Account Manager for D & H Distributing, Harrisburg, PA and twelve years experience as a bank officer
- Lynn received a Bachelor of Science degree in Marketing and Business Administration from York College of Pennsylvania in 1984

David L. Leonard

Dave is the Production Administrator, responsible for the administration of the JRW Manufacturing and Warehouse facilities; supervises assigned personnel; coordinates adequate/appropriate staffing; coordinates material acquisition; coordinates facility maintenance; coordinates quality control methods.

- Dave has thirty-four years of machining and technical experience with John R. Wald Company
- Dave has ten years of production management experience with John R. Wald Company

Samuel R. Lynn, P.E.

Sam is the Project Manager, responsible for all aspects of assigned jobs, coordinating all project activities including: customer contact, on-site evaluation and inspection, planning and design, procurement, installation planning, installation, equipment checkout, training, manuals, and follow-up.

Particular Areas of Expertise: License Plate; Metalworking; Chemical (Janitorial Products, Paint); Graphics (Vinyl Binder, Validation Sticker, Silk Screening, Office Products); Sign (Sign Reclaim); Coffee; Systems (Fire Protection)

- Sam has forty-four years engineering experience with John R. Wald Company
- He received his Mechanical Engineering degree from The Pennsylvania State University, in 1975
- Sam is a registered Professional Engineer

Shawn E. Keister

Shawn is the Project Engineer, responsible for assisting in planning, scheduling, and the coordination of all related engineering functions to assure satisfactory performance of contracts and sales orders including consulting engineering. He also develops project parameters, layouts, designs, equipment lists, and budget quotes for related projects.

- Shawn has four years of experience with the John R. Wald Company and is the newest member of the company's engineering team.

- Shawn received his Bachelor's Degree in Electro-Mechanical Engineering Technology from The Pennsylvania State University in 2015.

Edward C. Rogers

Ed is the Software and Systems Support Engineer, responsible for various aspects in the development, installation, maintenance, and support of custom software packages, web applications, and company web site. He assists in the development and administration of various databases and data stores. Ed assists in the support of internal network functions, backup, security and virus protection programs. He provides customer service and internal support for user requests and troubleshoots hardware and software issues, as required. Ed also assists in the development of special projects as appropriate.

- Ed has five years experience with John R. Wald Company
- Ed has seventeen years experience as a Computer Applications Programmer
- Ed has twelve years working as an electronic technician
- Ed has three years working as Quality Evaluator / Inspector

Sean J. Lane

Sean is our Lead Software Developer, responsible for the design, development, installation, maintenance, and support of custom software packages and web applications. He also takes a lead role in the development and administration of various databases and data stores. Additionally, he provides customer service and internal support for user requests as needed.

- Sean has four years of experience with John R. Wald Company
- Sean received his Computer Science degree from Pennsylvania State University in 2015

Henrik L. Berger

Henrik is the Lead Field Technician, responsible for installation of industrial equipment at job sites; daily management of installation activities; troubleshooting and repairing of equipment; supervising assigned personnel; and supervision and training of prison employees and inmates or private sector employees if applicable.

- Henrik has ten years technical experience with John R. Wald Company
- Five years working as a metal worker and machinist on a large windpower plant
- Over twenty years working on vehicle and equipment maintenance and repair
- Over fifteen years working on building maintenance including electrical, plumbing and water supply
- Associate's Degree in Architectural Technology from Pennsylvania College of Technology (2004)
- Proficient in AutoCAD

References for Henrik Berger:

William Southwood – NY Corcraft – Auburn License Plate Plant, (315) 253-8401 x2350,
Email: William.southwood@doccs.ny.gov

Jeff Peterson – Maryland Correctional Industries, Jessup, MD License Plate Plant,
(410) 540-6384, Email: jpeterson@maryland.gov

John DiDominic – PA Correctional Industries, SCI Fayette License Plate Plant,
(724) 364-2200 x1165, jdidominic@pa.gov

TECHNICAL SKILLS:

- Design of control and power supply circuits
 - PLC programming
 - Drives (motion) programming
 - Design HMI
 - Programming language
 - Data base
 - Quality system
 - Others
- WsCAD, EL-CAD;
Siemens S7-1500, S7-1200, S7-300;
Allen-Bradley® ControlLogix 5000, SLC 500, PLC 5;
Mitsubishi PLC series A and Q
B&R: Acopos, Acopos Multi, Acopos P3, P74, P84;
Siemens: SINAMICS S120, G120;
B&R VisualComponent,
Siemens WinCC (Step7, TIA Portal);
Proface;
IEC 61131-3:
 - o Structured Text (ST),
 - o Ladder diagram (LD),
 - o Function Block Diagram (FBD),
 - o Sequential Function Chart (SFC),
 - o Instruction List (IL);Ansi C (gcc AVR), Arduino, VBA for Excel;
MS Access, basic SQL;
ISO 9001:2008, GMP
MS Office, PaintNet, Sketchup, AutoCAD, Eagle

JOB OBJECTIVE:

I will be proud to work in a field of automation and electronics as a self motivated person, professional and team player.

CERTIFICATES & SKILLS:

- License for the operation and supervision of electrical equipment up to 15kV
- Advance TIA - SIEMENS SIMATIC S7-1200/1500
- Step 7 advanced programming course, Simatic servo drives
- Technician Rockwell Automation – Basic programming in RS Logix 5000 certificate
- Rockwell Automation – Device Net and Control Net networks certificate
- Mitsubishi Electric – PLC and Motion Controllers A-series programming course
- Mitsubishi Electric – PLC Q-series programming and maintenance
- Proficiency in using MS Office, programming in VBA for Excel
- Polish (mother tongue) and fluent English
- Driving Licence A, B

EDUCATION:

2003 – 2006 University of Technology, Poznan, Poland

- Master of Science in Automation Engineering and Management

2002 Uniworld English Colleges, Sydney, Australia

- General English Course

1999-2002 College of Communications and Management – CCM, Poznan, Poland

- Engineer Degree in Computer Science and Communication in Business

1990-1995 High school of Precision Mechanics, Poznan, Poland

- Technician Certificate in Air Conditioning and Refrigeration (Secondary School Certificate)

EXPERIENCE:

01/2017 – up to date Manager of Automation Section / Deputy Director of R&D

UTAL sp. z o. o.

- Automation department project management
- Mentoring of department's colleges
- Design of control and power supply circuits using eCAD software [WS CAD](#)
- Creating control software for Siemens PLCs (S7-300) and [B&R](#) (Automation Studio 4)
- Design and programming HMI for Siemens (WinCC) and [B&R](#) (Visual Components)
- Creating new method related to production technology of licence plates and secure system solution
- Engineering support for Production Maintenance department.

05/2012 – 12/2016 Designer (Control Software Engineer)

UTAL sp. z o. o.

- Design of control and power supply circuits using eCAD software [WS CAD](#)
- Creating control software for Siemens PLCs (S7-300) and [B&R](#) (Automation Studio 4)
- Design and programming HMI for Siemens (WinCC) and [B&R](#) (Visual Components)
- Creating new method related to production technology of licence plates and secure system solution
- Engineering support for Production Maintenance department.

2010 – 2012 Designer (Control Software Engineer)

Famot Pleszew Sp. z o. o. Pleszew, Polska (Gildemeister Group), Pleszew, Poland

- Heidenhain specialist for numeric milling machines - TC620 CNC control
- Elcad - electric circuits designing
- PLC programming and troubleshooting, servo drivers optimisation
- Product structure creation and managing, current production series ownership

2008 – 2009 Control Software Engineer

Lotus Automation Sligo, Ireland (for [Boston Scientific](#) and [Baxter Healthcare](#))

- PLC commissioning and troubleshooting
- VB6 HMI (front end) commissioning and troubleshooting
- PC Testing, software analyzing and commissioning
- Ultra 3000 Motion System troubleshooting
- Electrical drawing analyzing, cabling errors solving
- FDDA, ISO, Clean Rooms environment experience

2006 – 2008 Automation (System) Technician / Engineer

Celestica, Galway, Ireland

- Existing software analysing, trouble shooting and optimization
- Resolving field bus network's problems
- Maintenance and calibration vision systems
- Hirata, Epson, Seiko robots settings and troubleshooting
- Servo drives maintenance (Ultra 3000, Sercos, Emerson, AC Drivers, etc.)
- Analogue sensors and transducers testing and calibration
- Electrical system repair and troubleshooting, cabling errors solving, etc.
- PC maintenance, troubleshooting, software backups etc.
- System Technicians training and mentoring

2005 – 2006 Maintenance Technician

The Tech Group, Dublin, Ireland

- Moulding machines preventive maintenance and troubleshooting
- Temperature and flow control (water, melted plastic, barrels, etc.)
- Pressure control, calibration, troubleshooting
- Air parameters sensors
- Dry steam circuits, valves, gauges, etc.
- Robots settings and maintenance
- Facilities maintenance, Clean Room experience on high volume production

2003 – 2005 Automation Technician

Bridgestone, Poznan, Poland

- Maintenance, troubleshooting, optimization production lines
- Modernisation and improvement production lines
- Equipment designing in cooperation with process engineers
- Creation procedures, instructions for shift technicians and operators
- PLC programming, User Interface designing, control networks configuration
- AC drivers maintenance, configuration and parameterisation (Allan Bradley, Mitsubishi, Yaskawa, Lenze)

1996 – 2001 Automation Technician

GlaxoSmithKline, Poznan, Poland

- Building management using Desigo Insight BMS software
- Maintenance, troubleshooting, optimisation and commissioning control and power circuits based on Siemens programmable controllers
- Non electrical value measurement: flow, speed, temperature, humidity, etc.
- Technical Acceptance of new devices, test, validation; cooperation with contractors
- Creating SOPs (Standard Operation Procedure), instructions, schedules
- Work experience in pharmaceutical environment (GMP standards) including Clean Rooms, Microbiological Laboratory with cleanest standard from D to A

HOBBY & ACTIVITIES:

- Photography, Electronics and microcontrollers programming
- Cycling, swimming

DECLARATION:

I hereby agree for processing the following personal information strictly for the purposes of qualification verification in accordance with the regulation for the protection of personal data passed on the following day: 29.08.97r. Dz. U. 2002 r. nr 101, poz. 926, ze zm.

CURRICULUM VITAE

Personal Data:

Name: Tomasz Gronikowski
Date of birth: 22.06.1987
Address: ul. Owocowa 7, 62-220 Gurówko
Mobile : +48 510 123 522
E-mail: tomasz.gronikowski@gmail.com



Education:

01/09/2003 – 30/06/2006	II LO im. Dąbrowki w Gnieźnie
01/10/2006 – 12/03/2010	Poznań University of Technology, Engineer's degree in mechanics
15/03/2010 – 30/06/2011	Poznań University of Technology, Master's degree in mechanics (thesis not completed)
01/10/2013 – 02/12/2014	Poznań University of Technology, Master's degree in mechanics (Part time studies - completed and defended thesis)
10/2017 – 06/2018	WSB Poznań, Postgraduate Studies in project management (certificate)

Experience:

07/2011-04/2017 - Trepko Sp. z o.o.

Occupied postions:

- Junior Designer (mechanics) (since 07/2011)
- Designer (mechanics) (since 08/2013)
- Senior designer (mechanics) (since 04/2015)

04/2017 – present – Utal Sp z o.o.; Designer (mechanics)

Additional data/skills

Foreign languages:

- English: fluent (CPE certificate)
- German: basic (enrolled for a B1+ certificate course)

Skilled user of:

- Microsoft Office: Excel, Word, Power Point
- AutoCad
- Inventor
- Solid Edge
- Nx CAM

Other:

- Driver's license

Interests:

- Running (half-marathones)
- Archery
- Music
- Psychology

Curriculum Vitae

Personal details:

Name: Kamil Grzelak

Contact:

phone: +48 792-722-251
e-mail: kam.grzelak@gmail.com

Summary:

A creative technical professional with experience in SCADA, PLC's and production environment. Enjoys learning new programs, hardware and processes. Reliable, hardworking, and dedicated team player who works well under pressure and with minimum supervision.

Education:

- 2012 - 2013 Poznan School of Banking – Project Manager Postgraduate Course
- 2010 – 2011 Poznan University of Technology: Master of Science in Engineering Programme, Faculty of Electrical Engineering, Control Engineering and Robotics – specialty: Robotics. M.Sc. graduate work topic: „Speed control of brushless DC motor (BLDCM) with different shape of magnetic field”
- 2006 – 2010 Poznan University of Technology: Bachelor of Science in Engineering Programme, Faculty of Electrical Engineering, Control Engineering and Robotics – specialty: Robotics. B.Sc. graduate work topic: „Crane model control using PLC”, carried out with the use of Siemens SIMATIC S7-200 PLC. Diploma degree: Bachelor of Engineering.
- 2003-2006 Secondary School no. 3 in Poznan (science oriented class)

Employment history:

- 05.2013 Design engineer in R/D Department at UTAL sp. z o.o., Gruszczyń ul. Katarzyńska 9, 62-006 Kobylnica.
- research and development of new products for license plates market,
- programming B&R PLCs,
- making tests for compliance with ISO standards,
- vision system project assurance,
- project assurance of license plates for new markets,
- setting up, service and maintenance of infrared Electox laser markers, continuous inkjet printers, barcode readers and smart cameras and other equipment.
- 01.2012 -04.2013 Gas & Oil consultant at PSI Produkty i Systemy Informatyczne Sp. z o. o., Towarowa 35, 61-896 Poznań.
- setting up and configuring SCADA systems for customers from Gas & Oil branch
- testing SCADA systems, particularly new functionalities at internal tests (IAT) in international testers team.
- 04.2010 – 12.2011 Project coordinator at Aktiv Elektronik Agregaty Polska Cezary Bielak, Obornicka 258a, 60-693 Poznań.
- programming PLC drivers,
- designing and completion of industrial networks,
- creating SCADA systems,
- creating systems of access control,
- factual coordinating of industrial research. ,
- 2009 Graduation practice at Industrial Institute of Agricultural Engineering in Poznan.
- designing software to gain and register data for functional and stability research of braking systems

2008 Professional practice at KNOTT Sp. z o.o. Zdziechowice, 63-011 Pławce.
Programme:
- transfer maintenance and implementing new elements to production
- programming and operating of CNC

Courses:

2017 Siemens S7-1200/1500 TIA Advanced

2015 B&R Automation Studio: Basics (SEM210.2)
B&R Automation Studio: Integrated Visualization (SEM610.2)
B&R Automation Studio: Integrated Motion Control (SEM410.3)
B&R Automation Studio: Working with SafeDESIGNER (SEM510.2)
Cognex In-Sight Spreadsheet Standard

2014 Domino Continuous Inkjet advanced maintenance and service course
Electrox Laser Markers maintenance course

20-22.04.2011 Operating of HMI/SCADA PROMOTIC system course

20.10.2009-25.05.2010 English Advanced course (CAE)

Languages:

Polish: native
English: fluent

Interests:

- modern technologies
- automotive industry
- basketball
- paintball
- windsurfing
- snowboard

Additional skills:

- knowledge of programmes: Matlab, PROMOTIC, B&R Automation Studio, TIA Portal, RSLogix500, RSNetworkx,
- Polish Association of Electrical Engineers (SEP) Electrician Certificate (voltage up to 1kV),
- basic C++ programming skills,
- driving license categories: A, B,
- fast learner,
- effective even under high level of stress.

TECHNICAL APPROACH

V. Project Description and Scope of Work

Project Overview

The John R. Wald Company, Inc. has been designing, building, installing and servicing license plate production equipment for our customers for 95 years. The State of Nebraska and Cornhusker State Industries (CSI) are counted among the number of customers for which we've provided such equipment. Nearly all license plate facilities in the United States have purchased and used John R. Wald equipment in their facilities with many still in operation today.

This solicitation is well within our capability, expertise and understanding. We propose to provide a license plate blanking line that boasts the following:

- Central control unit with single power supply line for the components on the line, intelligent control of each machine, and remote connectivity via Web to allow us to support CSI by checking blanking line components and settings, and assisting CSI in troubleshooting and resolving issues.
- Central control panel with smart, color touchscreen panel to allow the operator to monitor each component on the line and make adjustments to settings and parameters.
- Horizontal aluminum decoiler with integrated guides and powered table that precisely feeds aluminum stock with no damage to aluminum edge.
- Aluminum metal straightening system to correct aluminum raw material that may be bent or malformed at the aluminum plant, ensuring accurate feed and high quality plates.
- Advanced applicator system with full-time automatic, on-the-fly web guiding to ensure that reflective sheeting is accurately applied to the aluminum.
- Registry/roll feed system that automatically synchronizes the blanking press with the applicator, manages the material loop, and intelligently senses preprinted graphics or cue marks to ensure exact placement of the preprinted graphic with the edges of the finished plate.
- Fast, smooth hydraulic press with automatic, indexing outfeed conveyor and license plate counter.

Project Environment

Our experience in the design and installation of license plate production systems is unmatched in the United States. Wald is well positioned to accomplish the objectives of the state and has a full understanding of the work to be done and with the environment in which to do it. Wald has always complied with secure facility rules and regulations. We anticipate delivering a job box with all necessary tools to the job site to be locked and kept in a secure area during the duration of this project.

We foresee no formidable modifications to the facility in order to accomplish the successful implementation of the new Blanking Line. We can envision only moderate relocation of racking systems to make the space available receptive to the blanking line.

CSI has identified the electric utilities currently available as single phase 120V and 3-phase 240V. We anticipate that supply will be adequate and where we feel the need, we will provide an electrical transformer to accomplish the installation.

CSI has also identified the compressed air currently available as 120 PSI at 20 cfm. We anticipate that supply will be adequate.

CSI will be responsible for distributing the utilities mentioned to the area of the new blanking line to within ten feet of the central control unit.

We understand that "Choice A" shown in the diagram in the RFP is the only area to be considered for the placement of the new blanking line. We have provided a preliminary site drawing to show our proposed placement of the line within the defined area. No relocation of existing equipment is to be considered in this project.

Project Requirements

John R. Wald Company will design, manufacture, source and install a turnkey New Blanking Line for CSI in the facility in Lincoln, NE. We have reviewed the equipment specifications and are able to meet or exceed the specifications as presented in the RFP. Our proposed equipment will be capable of using the raw materials currently in use by the CSI license plate plant as well as being capable of using reflective sheeting and aluminum materials from other manufacturers. Our proposed equipment specifications can be found in the Attachment Two – Requirements Matrix.

Wald will be responsible for all engineering and integration / installation of all equipment items in our proposal. The new blanking line will be capable of producing:

- a. Takt time of 4000 plates per hour of passenger or motorcycle plates.
- b. Defect free end product
- c. All mounting and connection material to CSI distributed utilities

Wald will also provide:

- d. All warranty information to the appropriate entity
- e. Equipment manuals, operator instructions, troubleshooting guides, replacement parts lists, suggested replacement parts stock lists and preventative maintenance instructions.
- f. Warranty and support contact list
- g. Complete training of all operational personnel and train-the-trainer detail

Business Requirements

Wald understands the State of Nebraska is not required to pay any taxes on the equipment or installation

Scope of Work

Wald completely understands the Scope of Work and requirements of the state. We are accustomed to working inside a secure facility and the rules and regulations pertaining thereto. We confirm complete understanding of the products to be produced.

Equipment to be supplied, installed and implemented:

No.	Qty.	Description
1	1	Horizontal Pallet Decoiler
2	1	Stock Straightener
3	1	Applicator System
4	1	Registry Feed System
5	1	Blanking Press
6	3	Two Stage Compound Blanking Die (2 Compound 6x12; 1 Drop Through 4x7)
7	1	Main Control System

Wald has fully detailed the specifications of the equipment proposed to meet or exceed the specifications in **Attachment Two – Requirements Matrix**. Wald will provide two sets of operation and parts manuals. Wald confirms the Warranty period for all equipment items and workmanship shall be one (1) year from the completion of installation and acceptance by CSI. Replacement part will be available for a minimum of 12 years after warranty period expiration.

Bidder Requirements

Wald, as contractor, will be wholly responsible for the coordination of the entire project including: engineering, equipment/accessories, installation and production services as detailed in the RFP.

1. We have included a Draft Project Plan as part of our response to the RFP
2. Design / Development Services
 - a. Facilities & Equipment
 - i. Building Preparation –Wald has attended the prebid site visit at the facility and has reviewed all details for the facility preparation
 1. Wald sees no required modifications to the facility or special preparation required by CSI other than distributing the required utilities to within ten feet of the central control panel.
 2. Wald understands CSI is responsible for this requirement
 - ii. Wald has included a top down and side view of the blanking line with detail dimensions.
 - iii. Wald has included a Layout and Installation Drawing in our proposal response.
 - iv. Installation timeline is part of our Draft Project Plan
 - b. Wald has reviewed applicable codes and will install all equipment items in accordance with those codes.
3. Please see our response to Attachment Two – Requirements Matrix directly following this section.

Perform Implementation – Installation Services

Wald has thoroughly reviewed the installation requirements and will comply with providing all services necessary to successfully install the new blanking line. Our technical professionals have many years' experience installing license plate equipment and will conduct operational tests to confirm the equipment is operating as intended. We will comply with all rules and regulations and security checks requirements. We also understand that Wald will be responsible for repairing any damage that may occur that is due to Wald activity.

Post Implementation Support

1. Wald will provide to CSI all data and services for start-up and satisfactory implementation of the system.
 - a. Wald will provide two complete sets of operation manuals, PLC program files and parts manuals in either bound or electronic format.
 - b. Wald will provide three (3) days training to ensure CSI personnel are proficient in the use, operation and maintenance of the new system.
 - c. Wald's intent is to fully train all pertinent personnel and will provide additional training as required at our standard rates as outlined in the Cost Proposal.

Deliverables

Wald fully understands and accepts the deliverables as detailed in the RFP.

**Attachment Two
Requirements Matrix
Request for Proposal Number 6152 Z1**

Firm Name: John R. Wald Company, Inc

Bidders are instructed to complete a Requirements Matrix for a License Plate Blanking Line. Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Business Requirement. The State requires the bidder to describe "how" the components they are bidding will achieve success on this contract. Bidders should not infer that the absence of detailed requirements means that the State does not consider a specific area or activity important or unnecessary. The State requires the bidder to propose solutions and services that meet the State's requirements.

The requirements matrix is used to document and track the requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The Contractor will be responsible for maintaining the contract set of Baseline Requirements.

The matrix should indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. The State will consider any such response to the requirements in this RFP to be non-responsive and the bid may be rejected. The narrative should provide the State with sufficient information to differentiate the bidder's solution from other bidders' solutions.

I. ITEM 1 - ONE (1) - HORIZONTAL PALLET DECOILER

- A. The de-coiler shall be designed to stage and process aluminum coils at a minimum of 5" wide to 12.125" wide and from 0.018" to 0.032" thick, stored on pallets.
- B. Motor driven table capacity shall be nominally 60" diameter x 6000 pound minimum load with a maximum stack height of 37".
- C. The machine should be suitable for front or side loading.
- D. The machine should incorporate numerous features (dancer arm, material sensors, heavy duty control arm roller, automatic acceleration and deceleration controls, independent controls for payoff speed and dancer sensitivity, core expander, etc.) to eliminate jerking and edge damage.
- E. To minimize damage to raw materials, polyurethane (or equivalent) coatings should be incorporated to reduce material damage as it is processed.
- F. Unit should be configurable for clockwise or counterclockwise rotation and Right-to-Left or Left-to-Right operation.

Proposal Instructions: Item #1

Explain how the equipment being bid meets each of these specifications. Bidder should submit detailed specifications, drawings and/or literature that shows how the equipment meets these specifications. Describe any additional or alternative specifications in detail. Describe the utility requirements of the equipment.

Bidder Response:

STATEMENT OF CONFORMITY & WALD-UTAL SPECIFICATION

The Wald-Utal Horizontal Pallet Decoiler is a safer, easier and more efficient substrate supply system than the typical stock reel which requires upending heavy coils of substrate for loading onto the reel. The Horizontal Pallet Decoiler is designed for loading pallets of one or more coils of substrate on the platform without unloading the coils and lifting them for placement in the production line. The decoiler utilizes a free-standing, multi-roller, adjustable metal guiding catenary as well as horizontal guiding rollers to provide superior guidance of the metal as it feeds off the horizontal coils. This minimizes binding of the metal strip and deformation of the aluminum as it enters the next blanking line station. The decoiler is intelligently connected to the central control system of the Wald-Utal blanking line and can be both monitored and controlled from the touchscreen of the central user control panel. This built-in feature provides the user or operator more precise control of settings to ensure the highest quality license plate blanks.

- A. The Wald-Utal decoiler is designed to handle aluminum coils from 5" to 12.125" wide x 0.018" to 0.032" thick on pallets.
- B. The motor driven table capacity of the Wald-Utal decoiler propose by Wald is designed to receive a 60" diameter x 6000 pound **maximum** load of aluminum with a stack height up to 37".
- C. As indicated in the photo, the Wald-Utal decoiler can be loaded from the front or the side.
- D. The Wald-Utal decoiler incorporates the following features required by Nebraska: dancer arm, material sensors, heavy duty control arm roller, automatic acceleration and deceleration controls, independent controls for payoff speed and dancer sensitivity, core expander, and more. The features of the Wald-Utal decoiler are designed to eliminate jerking and edge damage of the aluminum.
- E. Polyurethane or equivalent durable coatings are incorporated on various components of the proposed decoiler to reduce damage to the aluminum as it is processed and fed into the next station of the blanking line.
- F. The Wald-Utal decoiler is configurable for clockwise or counterclockwise rotation and right-to-left or left-to-right operation.

A photo of the Wald-Utal Decoiler is noted below.



II. ITEM 2- ONE (1) STRAIGHTENER, POWER DRIVEN, 12"

- A. The straightener should be a power-driven, cabinet-mounted unit designed for straightening coil stock.
- B. The machine shall have the capability to straighten coil stock of up to approximately 12" wide with a thickness capacity of approximately .018"-.125".
- C. To ensure best quality, a minimum of seven individually adjustable hardened and ground straightening rolls with a minimum diameter of 2" should be incorporated.
- D. At the exit of the straightener, a free stock storage loop should control the modulating drive motor to regulate feed between straightener and applicator using position sensing components to detect loop position.
- E. Controls for forward and reverse travel as well as end of aluminum detector to stop the unit in the event material supply is empty shall be included.
- F. Machine guarding shall protect all pinch points.

Proposal Instructions: Item #2

Explain how the equipment being bid meets each of these specifications. Bidder should submit detailed specifications, drawings and/or literature that shows how the equipment meets these specifications. Describe any alternative specifications in detail. Describe the utility requirements of the equipment..

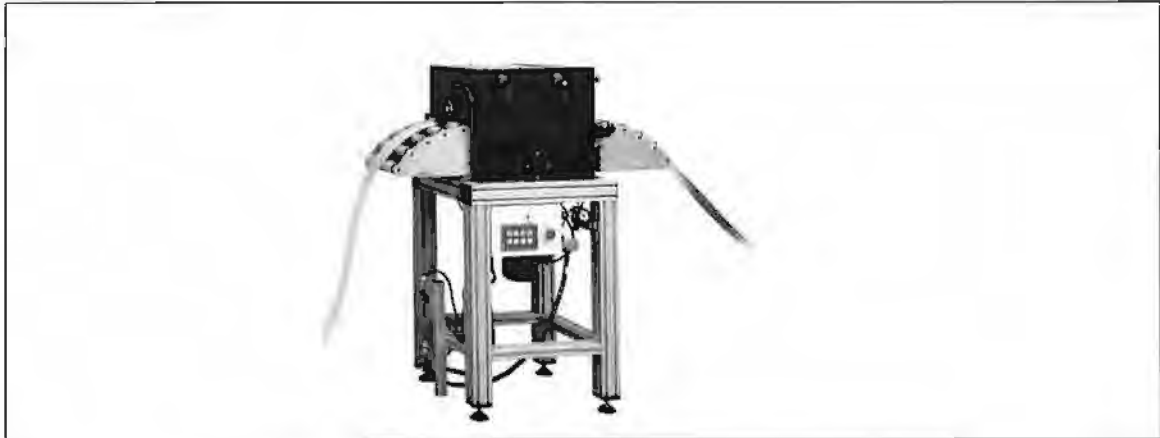
Bidder Response:

STATEMENT OF CONFORMITY & WALD-UTAL SPECIFICATION

The Wald-Utal Stock Straightener assures optimum substrate preparation prior to application of reflective license plate sheeting. With its compact, multi-roller metal reforming system, this component is designed to remove edge irregularities in the metal substrate and to straighten the material, improving feed through the Applicator/Registry system, promoting more precise registration through proper sensing, and enhancing quality of finished plates by reducing irregularities attributable to the metal. The Wald-Utal Stock Straightener features a seven-roll system with Ultrasonic sensing and motion control for smooth and consistent substrate detection and a Modulating Drive System to regulate substrate feed between the straightener and the applicator. The Wald-Utal Stock Straightener is intelligently connected to the central control system of the Wald-Utal blanking line and can be both monitored and controlled from the touchscreen of the central user control panel. This built-in feature provides the user or operator more precise control of settings to ensure the highest quality license plate blanks.

- A. The Wald-Utal Stock Straightener is a powered, compact, and robust metal reforming system contained in a free-standing, floor-mounted cabinet that is installed in-line with the blanking line. It is specifically engineered for straightening license plate coil stock and it maintains synchronous control with the Wald-Utal blanking line. The unit can be monitored and controlled from the central control panel of the Wald-Utal blanking line.
- B. The Wald-Utal Stock Straightener straightens coil stock up to approximately 12" wide with a thickness capacity of .018"-.125".
- C. The system's seven (7) adjustable, hardened and precision ground straightening rolls with a minimum diameter of 2" ensure metal substrate quality throughout the blanking operation.
- D. A free stock storage loop at the exit of the straightener controls the modulating drive motor to regulate feed between the straightener and the applicator using position sensing components to detect loop position.
- E. The Wald-Utal Stock Straightener includes controls for forward and reverse travel as well as an end of aluminum detector to stop the unit in the event material supply is exhausted.
- F. In accordance with CE safety guidelines, the unit is fitted with guarding and warnings that protect the user from the danger of contact with all pinch points.

A photo of the Wald-Utal Stock Straightener is noted below.



III. ITEM 3 - ONE (1) GRAPHIC LICENSE PLATE APPLICATOR

- A. This unit should be preassembled on a structural frame and designed to be integrated into a new or existing license plate blanking system for the purpose of applying plain or graphic reflective sheeting to aluminum substrate for passenger or motorcycle plates.
- B. The applicator shall be designed to permit the application of reflective sheeting in rolls at least 200 yards long, with a minimum width of 6.75" to a maximum width of 13" and wound on either 3" or 6" I.D. cores as required to be consistent with the reflective sheeting materials used.
- C. The laminating machine shall be equipped with either a 3" or 6" diameter expansion mandrel to allow quick and safe set-up.
- D. This machine should be capable of stretching the preprinted reflective sheeting from 1 - 2% at a fixed repeat spacing using a variety of tension modes and other control features as required to ensure the best possible quality of the finished license plates:
 - 1. Operation modes
 - a. The line is desired to be run in either an auto run mode or manual mode
 - i. Automatic Mode
In this mode, tension is automatically controlled based on measured distance between registration marks using an optical sensor and PLC software.
 - ii. Manual-Stretch Mode
In this operating mode, tension is constantly adjustable as a percentage of full tension which allows the tension to be constant independent from the winding diameter of the remainder of the coil.
 - b. The applicator / graphic laminator must be capable of a variety of program capabilities and shall be capable of automatic guiding edge control with the ability to adjust lamination to the middle, or to the left or right edge of the aluminum strip if required. All necessary parameter adjustments shall be accomplished through a central operator control panel.
 - 2. Basic Parameters
 - a. These items are listed as basic requirements necessary to facilitate installation with existing infrastructure and are listed to simplify implementation.
 - b. Maximum laminator speed approximately 0.7 meters/second
 - c. Maximum laminating width 13"
 - d. Compressed air supply 90 to 120 PSI
 - e. In feed loop control included
 - f. Out feed loop control included
 - g. IEC 61131-3 PLC controlled
 - h. Warning indicators
 - 3. Storage Loop
Between the laminator and roll feeding device, a storage loop control system should control the amount of material in the buffer loop to avoid stopping the laminating process during the cut cycle in the blanking press. The height of the loop is continuously measured by a contactless sensor to automatically synchronize the speed for a smooth material output from the laminator. A heavy duty

servo controlled drive system automatically regulates the output speed to match demand, providing smooth delivery of material to the roll feed system.

Proposal Instructions: Item #3

Explain how the equipment being bid meets each of these specifications. Bidder should submit detailed specifications, drawings and/or literature that shows how the equipment meets these specifications. Describe any alternative specifications in detail. Describe the utility requirements of the equipment.

Bidder Response:

STATEMENT OF CONFORMITY & WALD-UTAL SPECIFICATION

The Wald-Utal Applicator System is designed specifically for the application of a continuous length of pressure-sensitive reflective sheeting or similar material to a metal substrate. It uses servo-controlled nip rollers to drive the substrate through the applicator station, thus providing precise motion control by eliminating unnecessary drag on the substrate. The precision drive design of the Wald-Utal Applicator System automatically compensates for registration drift in real time without the need for user intervention or imprecise manual adjustments. Using a series of highly accurate sensors, the applicator system checks each printed graphic for the proper pitch (length) and automatically adjusts the web tension and other system components to compensate for any detected variance.

The Wald-Utal Applicator System incorporates automatic, on-the-fly edge/web guiding to ensure that the sheeting is positioned accurately on the substrate as it moves through the application process. The guiding system is provided with powerful electronics to ensure the most accurate web guiding at full production speed of the blanking line.

- A. The Wald-Utal Applicator System is preassembled, mounted on a solid structural frame and QA production tested with the blanking line at the factory where it is made. The system can be integrated with a new or existing license plate blanking line for the purpose of applying plain or graphic reflective sheeting to aluminum substrate at a maximum laminating width of 13".
- B. The Wald-Utal Applicator System accepts reflective sheeting in rolls at least 200 yards long and wound on either 3" or 6" inside diameter (I.D.) cores, as required, which are consistent with the reflective sheeting materials used.
- C. Each material supply and take-up roll is equipped with either a 3" or 6" diameter pneumatic expansion mandrel to allow quick and safe loading with compressed air connection, and to ensure positive capture of the material rolls for proper backtension and web control.
- D. The Wald-Utal Applicator System is capable of stretching the preprinted reflective sheeting from 1 – 2% at a fixed repeat spacing using a variety of pneumatic tension modalities, precision electronic controls and other proprietary web control features to ensure the best possible quality of the finished license plates. The applicator offers two built-in operating modes:
 - Auto-Stretch Mode
In this mode, tension is automatically controlled based on measured distance between registration marks using an optical sensor and PLC software
 - Manual-Stretch Mode
In this operating mode, tension is constantly adjustable as a percentage of full tension which allows the tension to be constant independent from the winding diameter of the remainder of the coil.

The Wald-Utal Applicator System is capable of accepting and storing a variety of program capabilities. It possesses an automatic guiding edge control with the ability to adjust application of the sheeting to the middle, or to the left or right edge, of the aluminum strip if required.

The Wald-Utal Applicator System is intelligently connected to the central control system of the Wald-Utal blanking line and can be both monitored and controlled from the touchscreen of the central user control panel. Key parameters can be set from the central control panel. This built-in feature provides the user or operator more precise control of settings to ensure the highest quality license plate blanks.

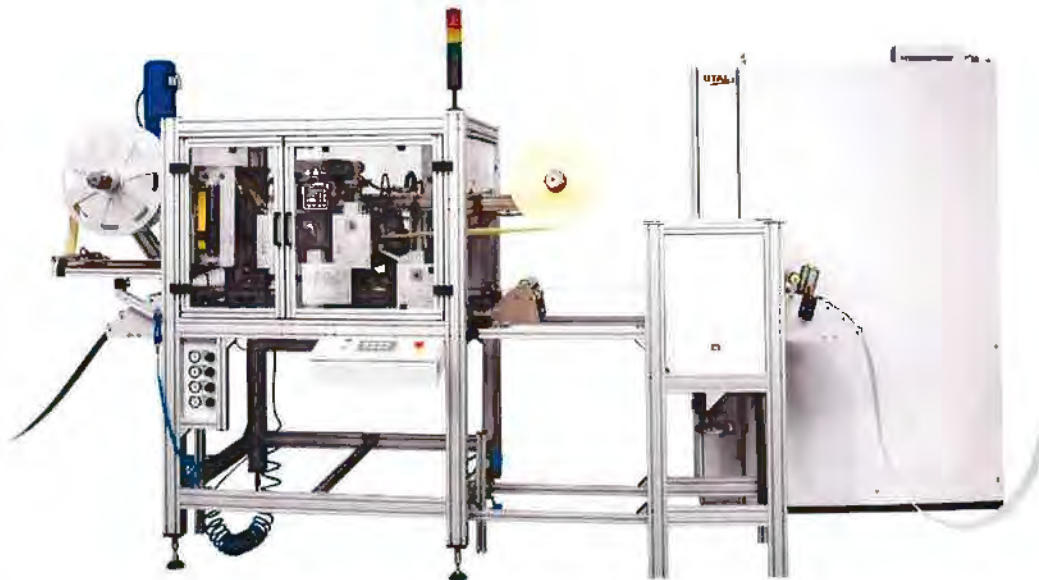
Basic Parameters of the Wald-Utal Applicator System

1. Maximum applicator speed: Approximately 2.3 ft. (0.7 meters)/second
2. Maximum application width: 13 in. (330 mm)
3. Compressed air supply: 6 to 8 bar
4. In feed loop control: Included
5. Out feed loop control: Included
6. PLC control: IEC 61131-3 Compliant
7. Warning indicators: Included. See item, 5 control panel
8. Power: 300~400 VAC (via blanking line central control unit)

Storage Loop

The Wald-Utal Applicator System's storage loop control system is located between the applicator and the roll feeding device, and precisely regulates the amount of material fed into the buffer loop during blanking line operation. This feature avoids wasted material when the user stops the laminating process during a cut cycle in the blanking press. The height of the loop is continuously measured by a contactless electronic sensor and through an integrated electronic control, automatically synchronizes the speed and amount of the material in the loop to ensure a smooth material outfeed from the applicator. A heavy-duty, servo-controlled drive system automatically regulates the output speed to match demand, providing smooth delivery of material to the roll feed and registry system at the press.

A photo of the Wald-Utal Applicator System is noted below, left. The large cabinet on the right side of the photo is the blanking line's central control unit, which also powers the Applicator System. The smaller cabinet in the foreground is the optional Wald-Utal Inductive Aluminum Pre-Heater, which Nebraska's specification does not require.



IV. ITEM 4 - ONE (1) GRAPHIC REGISTRY SERVO FEED SYSTEM

- A. The Servo Driven Electronic Roll Feeding device is recommended to ensure proper positioning of the laminated strip into the blanking press.
1. This shall be a field-proven, microprocessor controlled system capable of operating at speeds up to approximately 1 meter per second and must coordinate with the blanking press.
 2. Footage and plate counter options should also be included.

Proposal Instructions: Item #4

Explain how the equipment being bid meets each of these specifications. Bidder should submit detailed specifications, drawings and/or literature that shows how the equipment meets these specifications. Describe the utility requirements of the equipment. Describe any alternative specifications in detail.

Bidder Response:

STATEMENT OF CONFORMITY & WALD-UTAL SPECIFICATION

- A. The Wald-Utal Registry / Feed System is mounted to the blanking press and is designed specifically to synchronize the placement of the preprinted graphic on the laminated sheeting/aluminum construction with the die-cut of the blank in the blanking press. Utilizing an electronic connection to the applicator and logic protocol, the registry/feed system ensures the production consistent blanks with accurately centered graphics and precise plate length, stroke after stroke.

The heart of the system is an extraordinarily versatile, field-proven, microprocessor that automatically controls the systems electronic, servo-driven roll feed. Feed lengths and speeds can be programmed directly and conveniently adjusted from the touchpanel interface of the central control panel. The precision geared drive enables power and speed to be optimized for greatest efficiency and reliability. Additional features:

- The servo driven, electronic roll feeding of the Wald-Utal Registry / Feed System ensures proper positioning of the laminated substrate during the blanking stroke in the press. The accuracy of sensing, feeding and synchronization yield license plate blanks that exhibit beautifully centered graphics and consistent plate lengths.
- Deployed at many license plate plants worldwide, the Wald-Utal Registry / Feed System and its microprocessor control are field proven to operate in production environments at speeds up to approximately 3.28 feet (1 meter) per second while keeping pace with the blanking press.
- The system is designed for a compressed air supply of 6-8 bar pressure. Electrical power is supplied by the central control console of the blanking line.
- Footage and plate counter options shall also be included.

A photo of the Wald-Utal Registry / Feed System is noted below.



V. ITEM 5 - ONE (1) BLANKING PRESS

- A. The Blanking Press shall be robust, with a high quality rigid frame designed to maintain high accuracy and provide increased tooling life by minimizing deflection.
- B. All moving parts shall be precision machined and designed for smooth power transmission, quiet operation and long life.
- C. Press shall have sufficient blanking force to complete a finished license plate blank each stroke, including punching all mounting holes, cutting radius corners, cutoff of blank and forming of the plate rim.
- D. It is desired that the plates be stamped to size with a hydraulically actuated press. Our recommendation for the manufacturing line is an electric motor driven hydraulic press with a pump to produce a maximum working pressure of 45 ton at approximately 70 cycles per minute powering a 1" diameter, double acting hydraulic cylinder.
- E. Press should be able to be operated in a variety of modes including slow manual operation, manual single stroke, and automatic continuous.
- F. Minimum 40 gallon reservoir should be included with the hydraulic pump. A forced air cooling system should ensure proper operating temperatures.
- G. Operating controls shall be designed to provide safe and simple operation. All necessary features to operate the press shall be integrated into the central control panel. The central control panel will provide all necessary operating controls as well as a system to display error codes / messages and other diagnostic information.
- H. A reliable scrap ejection system shall eject scrap materials with each stroke of the press. Waste removal shall not require tools or disassembly of the blanking line.
- I. A belt conveyor with integral plate counter shall remove finished blanks from the press area for subsequent manual or automated handling and processing

Proposal Instructions: Item #5

Explain how the equipment being bid meets each of these specifications. Bidder should submit detailed specifications, drawings and/or literature that shows how the equipment meets these specifications. Describe the utility requirements of the equipment. Describe any alternative specifications in detail.

Bidder Response:

STATEMENT OF CONFORMITY & WALD-UTAL SPECIFICATION

Equipped with a blanking die custom designed to the required license plate specifications, the Wald-Utal 45-Ton Blanking Press utilizes a hydraulic system that produces ample force at production speeds to create the license plate blank. In a single, efficient press cycle, the press and installed blanking die are designed to punch mounting holes in the license plate, create a nicely-rounded radius corner on each plate, and cleanly cut the finished blank to proper length. An optional Compound Blanking Die can also be installed in the press to provide a depressed flange rim on the blank, especially in cases where a Digital Flat License Plate blank is required. Utilizing multiple sensing methods, the automatic outfeed conveyor can accurately count, stack and index predetermined quantities of blanks for easy processing or packaging.

- A. The Blanking Press is constructed of a strong, high quality, rigid steel frame that maintain all mechanical guide components and the installed blanking die in near-perfect alignment during the press stroke, ensuring high accuracy in the formation of the blank. This feature minimizes deflection and reduces unnecessary, premature wear on the die components, yielding increased tooling life.
- B. All parts and components of the Wald-Utal 45-Ton Blanking Press are precision machined, assembled and aligned at the factory. The design, robust build and factory QA testing ensure smooth power transmission, quiet operation and long life.
- C. With its adjustable hydraulic force and intelligent controls, the Wald-Utal 45-Ton Blanking Press is configurable to the customer's specific application and will produce the required blanking force to produce the blank in a single stroke. Unlike "off-the-shelf" presses designed for other crude metal stamping applications, the hydraulics and precision mechanical cycling system of the Wald-Utal 45-Ton Blanking Press have been specifically designed for the production of license plates, including the punching of all mounting holes, cutting of radiused corners, cutting of blanks to accurate length at high speed and forming of the plate rim.
- D. The Wald-Utal 45-Ton Blanking Press' hydraulic pump is driven by an electronic motor that produces a maximum working pressure of 320 bar at approximately 70 cycles per minute. The pump powers a 4.9213" (125 mm) diameter, double-acting hydraulic cylinder.
- E. The Wald-Utal 45-Ton Blanking Press is configurable to operate in several modes, including slow manual operation, manual single stroke, and automatic continuous.
- F. The press incorporates a reservoir with its hydraulic pump that accepts a minimum of 40 gallons of hydraulic fluid, which is also supplied with the system. The press also includes a forced-air cooling system to ensure proper operating temperatures during the production operation, even at high speeds.
- G. The Wald-Utal 45-Ton Blanking Press contains controls to adjust settings and maintain operation of the system. The press and its controls are also electronically connected to the blanking line's central control unit and central control panel, which allows the operator to safely and efficiently monitor the press operation and control key settings remotely from the central control's touchpanel interface. With an intelligent communications link between the press and the central control, the system reports error codes, messages, parameters and other diagnostic information via the central control's touchpanel interface.
- H. A pneumatic scrap ejection feature fitted on the press reliably ejects scrap materials with each press stroke.
- I. The Wald-Utal 45-Ton Blanking Press is integrated with an automatic, indexing outfeed conveyor, as depicted in the below photo. The belt-style conveyor includes an integrated license plate counter that moves the finished blanks efficiently and quickly from the press for subsequent manual or automated handling and processing as required by the Nebraska specification.

A photo of the Wald-Utal 45-Ton Blanking Press is shown below with integrated with the Wald-Utal Registry Roll Feed System and Automatic Indexing Outfeed Conveyor.



VI. ITEM 6 -THREE (3) TWO STAGE COMPOUND BLANKING I RIMMING DIE

- A. The compound blanking and rimming die will be customized to the requirements of the application.
 - 1. It shall produce one size of depressed flange license plate blanks with radius corners, four mounting holes and depressed flange border.
 - 2. Hole punching and forming of the depressed flange border will occur in the first stage.
 - 3. The second stage will perform the cutting processes and deliver the plate to the discharge conveyor for takeaway from the press.
- B. The cutting / embossing tools will be made of high quality tool steel with anti-adhesive coatings and hardened working elements to cut aluminum either with or without conversion coatings with a tolerance of ± 0.010 .
- C. Two compound blanking dies for passenger size plates and one for Motorcycle size plates will be provided.
 - 1. All final drawings and BOM will be included in the documentation package after award of contract.
 - 2. The compound blanking and rimming die shall be designed for quick removal for easy switching between plate sizes as required.

Proposal Instructions: Item #6

Explain how the equipment being bid meets each of these specifications. Bidder should submit detailed specifications, drawings and/or literature that shows how the equipment meets these specifications. Describe the utility requirements of the equipment. Describe any alternative specifications in detail..

Bidder Response:

STATEMENT OF CONFORMITY & WALD-UTAL SPECIFICATION

Wald-Utal 2-Stage Blanking Dies are manufactured to the unique license plate specifications of the customer. Wald and Utal blanking dies have been time-tested within the license plate industry for many years.

Based on our understanding of the Nebraska requirement and considering information confirmed at the site visit on October 18, 2019, Wald is proposing to design, manufacture and deliver quantity two 2-stage Compound Blanking & Rimming Dies that will produce passenger (automobile) size license plate blanks with a depressed rim, as well as quantity one Drop-Through (non-compound) Blanking Die to produce motorcycle plates.

- A. The Wald-Utal 2-Stage Compound Blanking and Rimming die will be designed to the specifications of the Nebraska application: it will produce a 6" x 12" license plate blank with radiused corners, four mounting holes and a depressed flange border. Hole punching and forming of the depressed flange border occur in the first stage. Cutting processes will occur in the second stage, at which point the blank is automatically delivered to the discharge conveyor for transport from the press for safe collection, handling and further processing by plant personnel.

The Wald-Utal Drop-Through (non-compound) Blanking Die will incorporate a design with components to produce the license plate specified by Nebraska. The die will produce a 4" x 7" motorcycle license plate blanks with radiused corners, four mounting holes and **without** a depressed flange border. Hole punching will occur in the first stage. The cutting process will occur in the second stage, at which point the blank is automatically delivered to the discharge conveyor for transport from the press for safe collection, handling and further processing by plant personnel.

- B. Cutting and/or embossing components of the dies will be made of high-quality steel that possess an anti-adhesive coating and hardened working elements to cut aluminum with or without conversion coatings to a tolerance of ± 0.3 mm (.012").
- C. The design of both custom-design Wald-Utal dies support quick removal for easy and efficient changeover between the plate sizes specified by Nebraska.

A photo of the Wald-Utal blanking die is noted below.



VII. ITEM 7 - ONE (1) MAIN CONTROL SYSTEM

- A. The main control cabinet / panel shall contain all electronic elements required to operate and control this license plate blanking equipment and to diagnose any faults.
- B. This system shall be equipped with high-quality electrical and electronic components including IEC61131-3 compatible Programmable Logic Controls (PLC) and features to enable remote diagnostics via internet connections.
- C. The operator panel shall be equipped with a color touch screen, which displays all messages and operational parameters of the line.
- D. Intuitive menu handling and access to the implemented library of adjustments and configuration of the line (for a certain license plate dimension) enable an efficient adjustment of the line in order to produce different types of license plates.
- E. In addition to features identified above, the control system shall also incorporate different password levels for Administrators and Operators as well as output of general information such as quantities produced, end of roll, end of aluminum coil, etc.
- F. Electrical protection shall be provided for electrical components, drives and PLC's per UL 508 or similar recognized standard.

Proposal Instructions: Item #7

. Explain how the equipment being bid meets each of these specifications. Bidder should submit detailed specifications, drawings and/or literature that shows how the equipment meets these specifications. Describe the utility requirements of the equipment. Describe any alternative specifications in detail..

Bidder Response:

STATEMENT OF CONFORMITY & WALD-UTAL SPECIFICATION

The Wald-Utal Central Control Unit consists of an industrial cabinet with all electronics, microprocessors, programming logic, system communications and power required to operate and control the license plate blanking line and each of its individual components. The Central Control Unit contains a self-monitoring capability to diagnose any system faults and report them to the operator via the central control touchpanel interface or even to provide remote diagnosis via a network/web connection, where allowed. The Central Control unit is equipped to monitor and report key status and functions of the individual components of the blanking line.

- A. The system is comprised of modern electrical and electronic components, including power protection equipment.
- B. The microprocessor is an IEC61131-3 compatible SIEMENS S7 1500 programmable logic control (PLC) with features to enable remote diagnostics via internet connections, where required.
- C. The Central Control Unit incorporates a PROFII-NET control signal bus and input-output "high-future" ET200 modules that enable remote diagnostics, parametrization and identification of errors for each component of the line, including servo, inverter, servo-moto adapters.
- D. An integral 12" color touchscreen housed in the central control panel displays all messages and operational parameters of the line, and allows the operator to remotely adjust settings and parameters for the components comprising the line. The central control panel can be positioned for operator position most appropriate for the application.
- E. The Central Control Unit powers a Human Machine Interface (HMI) that is programmed with intuitive menus and access to an implemented library of adjustments and configurations for the blanking line. The library is designed to store settings for each license plate dimension produced by the line. Using the intuitive menus, the operator can recall these settings for quick and efficient re-configuration of the blanking line to produce different types of license plates.
- F. The Secure User Log-in Features of the Central Control system offer multiple password levels for Administrators and Operators/ The intelligent HMI displays blanking line information such as quantities produced, end of roll, end of aluminum coil, and other indicators.

Photos are included below depicting some of the Central Control Panel's touchscreen interfaces and reporting system status monitored by the Central Control Unit.



VIII. Installation;

Please provide detailed information on your installation process, including any potential need for building modifications and utilities needed. Describe your understanding of the environment and processes necessary to design and install a blanking line in a secured facility.

Bidder Response:

STATEMENT OF CONFORMITY & WALD-UTAL SPECIFICATION

John R. Wald Company has been designing and installing license plate production equipment for nearly 95 years including blanking lines for the manufacture of blanks and finished plates. The vast majority of the installations of these systems have been in the prison environments of our Correctional Industry customers. We take care to pay particular attention to facilities and security protocols. Wald has never been outside of complete compliance with all rules of our state customers.

Our technical and engineering teams have reviewed the site drawings and detailed descriptions. We do not foresee any building modifications outside of potential relocation of racking systems that are adjacent to or within the area designated for placement of the new blanking line. As is specified, Cornhusker State Industries (CSI) will be distributing the utilities of compressed air and appropriate electrical supply to the designated area where the equipment will be installed.

Electrical Requirements: 9.5 kW; 28 Amps @ 240v-3 Phase

Compressed Air: 6 Bar / .032m3/Minute

Our lead technician, Henrik Berger, will be assigned to this project and he will be accompanied by two Utal design engineers from the factory. These Utal design engineers have specific experience with the Utal equipment being proposed and will travel from Poznan, Poland to assist with the installation and certify that the line is installed accurately and functioning to design specifications.

Please see Administration Management Proposal for further information.

IX. Operation:

Please describe equipment operation process, including change over time, materials waste, start up and shut down process/time, and operator training needs.

Bidder Response:

STATEMENT OF CONFORMITY & WALD-UTAL SPECIFICATION

The Wald-Utal Blanking Line is an automated system designed, manufactured, optimized and tested for the express purpose of producing license plates by applying reflective sheeting, either graphic or plain, to a metal substrate at a determined computer-controlled stretch factor and/or image repeat. The line will incorporate the key equipment components and sub-

systems to feed the metal substrate into the line; condition the substrate by removing edge imperfections; apply the reflective sheeting to the aluminum substrate using automatic web guiding for accurate placement of sheeting and graphics; feed and advance the sheeting and substrate laminate into the blanking press at a predetermined distance and repeat; die-cut and form or stamp the license plate blanks accurately and consistently; remove scrap metal from the blanking operation; and transport the plates safely and automatically from the press for handling and processing of finished blanks. The system will be controlled by a central control unit that powers the equipment, controls it, maintains continuous synchronous operation of all components, and monitors the system, reporting status, error messages and production parameters or system settings.

Changeover Time

There are two areas that will consume time in the production process: loading of aluminum substrate and loading reflective sheeting.

- Aluminum Substrate Loading: Coils of aluminum will typically be stacked two coils on a pallet. The proposed blanking line includes a Wald-Utal horizontal pallet de-coiler, so there is no need to up-end a coil to a vertical position and load it on a stock reel. Time efficiencies and increased safety are realized with the proposed horizontal de-coiler since two pallets can be loaded at once, safely and quickly with less handling. The pallet of coils rotates on the de-coiling table. When the top coil is depleted, the second bottom coil is spliced into the line without the need for loading another coil. Longer runs can be produced with the 2-coil capacity of the horizontal de-coiler.

Estimated time to splice a new coil: 2 minutes

Estimated time to load a new pallet of coils: 5 minutes

- Reflective Sheeting Loading: Rolls of reflective sheeting will be loaded onto the supply mandrel of the Wald-Utal Applicator System and rolls of release liner will be removed from the liner take-up mandrel. Reflective sheeting will be easily spliced inline on the Wald-Utal Applicator System using its convenient, integrated splicing table.

Estimated time to load & splice new roll of reflective sheeting and to unload roll of liner: 3 minutes

Material or Consumables Waste is minimized when using the aluminum decoiler and reflective sheeting splice table. Since aluminum coils can remain on their factory pallets and be loaded palletized into the Wald-Utal Horizontal De-coiler, individual aluminum coils of aluminum need not be handled, reducing the chance of damage. The Applicator splicing table allows the accurate joining of the end of one sheeting roll to the beginning of a new roll, thereby preventing jams. Waste is also greatly minimized by the effect of the Wald-Utal Applicator System's automatic, on-the-fly electronic web guiding system. The web guiding system ensures the graphic sheeting is positioned accurately on the aluminum substrate as it moves through the application processes.

Startup and Shut Down Time

Startup consists of blanking line power up and computer boot-up and log in. These processes are made efficient by virtue of the logic and power connections of all blanking line components to the Central Control Unit.

Estimated Start-up Time: Approximately 1 minute

Shut down consists of line and computer shut down.

Estimated Shut-down Time: Approximately 1 minute.

Training

Wald has estimated 3 days of training to ensure CSI personnel are fully capable of operating the blanking line and are proficient in changeover and maintenance of the line. CSI personnel will be able to produce high quality license plate blanks after completion of training.

X. Service and Support:

Please describe the designed run rate of the license plate blanking line being bid. Describe the service and support that will be provided as a part of this response.

CSI Emergency Response Levels:

Critical – Line down with order backlog

Requires 2 hour maximum call back response

Next Day AM parts delivery

48 hour maximum lead time to have on-site support if needed to resolve issue

Urgent – Line down No / Minimal order backlog

Requires 2 hour maximum call back response 7 am to 5 pm Monday to Friday non Holiday

Next Day parts delivery

48 hour Monday to Friday non Holiday on-site support if needed to resolve issue

Issue – Line malfunction or non-optimal operation

8 hour maximum call back response 7 am to 5 pm Monday to Friday non Holiday

2 day parts delivery

1 week Monday to Friday non Holiday on-site support if needed to resolve issue

Information request –

Service, maintenance, how to or operational questions

8 hour maximum call back response 7 am to 5 pm Monday to Friday non Holiday.

Bidder Response:

The Wald-Utal Blanking Line is designed to run at a production speed of 70-80 plates per minute.

Service and Support:

Wald can accommodate all of the above service requirements.

Please see Administration Management Proposal for further detail regarding service & support conforming to the requirements of this Request for Bid.

XI. Describe all extended warranties available for each piece of equipment below excluding costs.

Bidder Response:

Wald is pleased to offer complete warranty extensions including phone support, remote diagnostics and on-site service, parts and support documentation.

Please see Administration Management Proposal for further detail regarding warranty.

Rollup Event

JRW Responsibility

Nebraska Responsibility

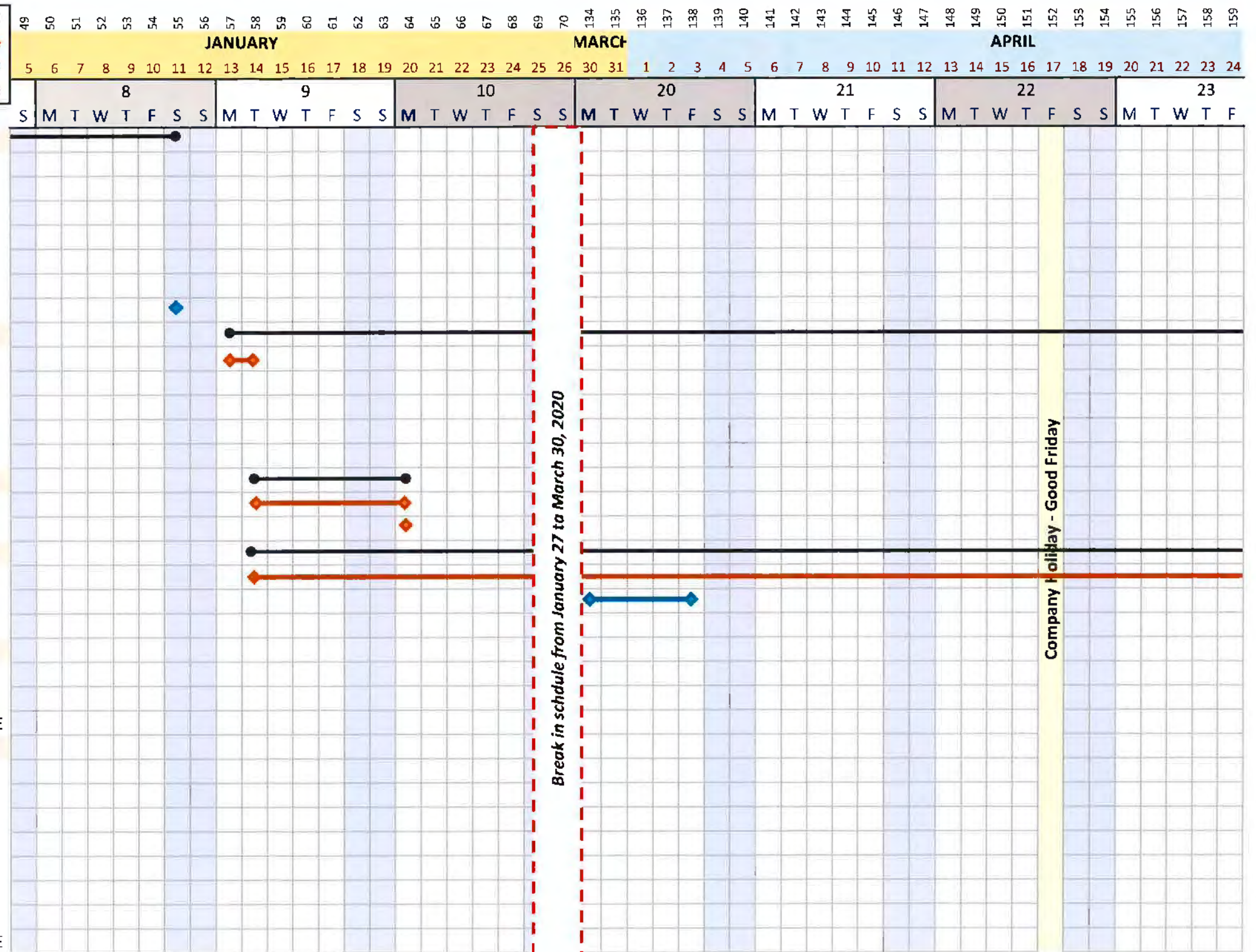
Both JRW / NE Responsibility

Company Holiday - New Year's Day

Nebraska RFP 6152 Z1
License Plate Blanking Line
Project Schedule submitted by:
John R. Wald Company, Inc.

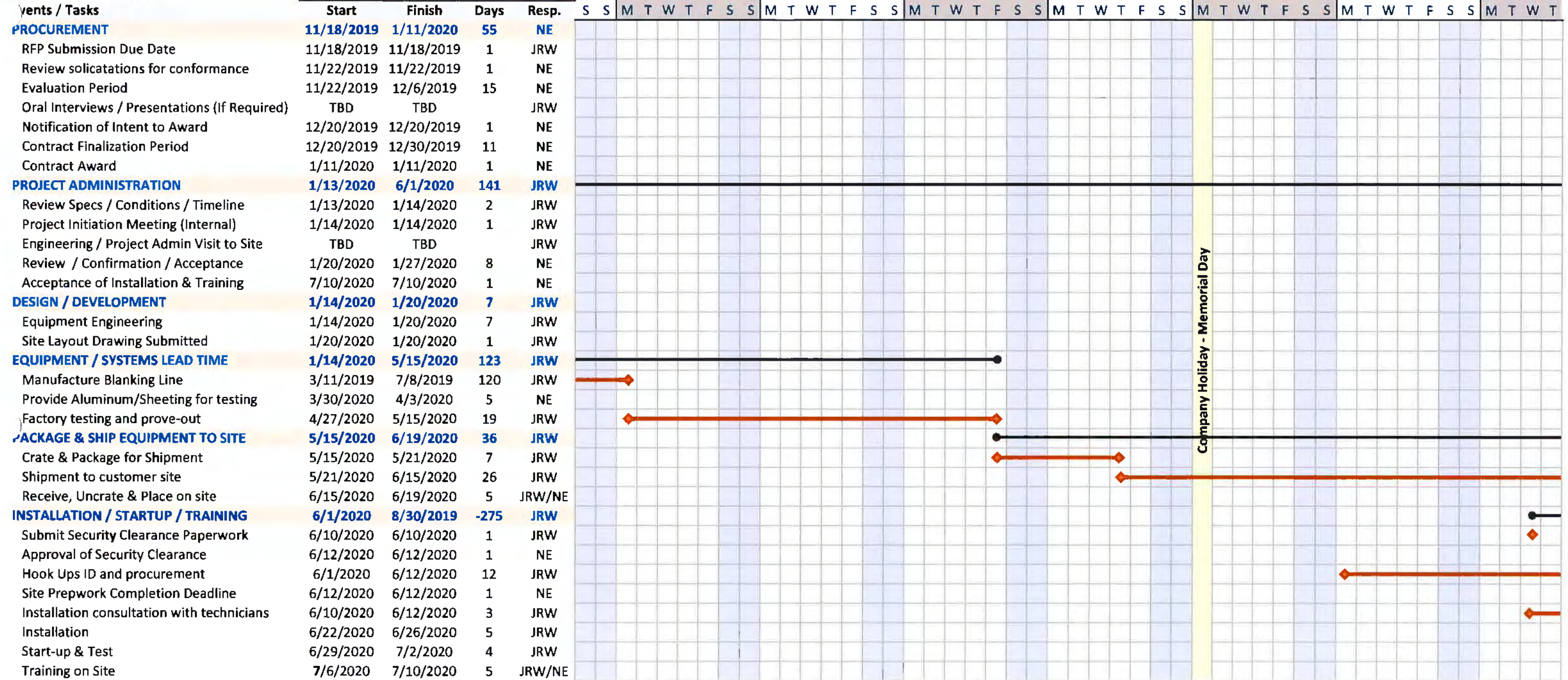
Rollup Event	
JRW Responsibility	
Nebraska Responsibility	
Both JRW / NE Responsibility	

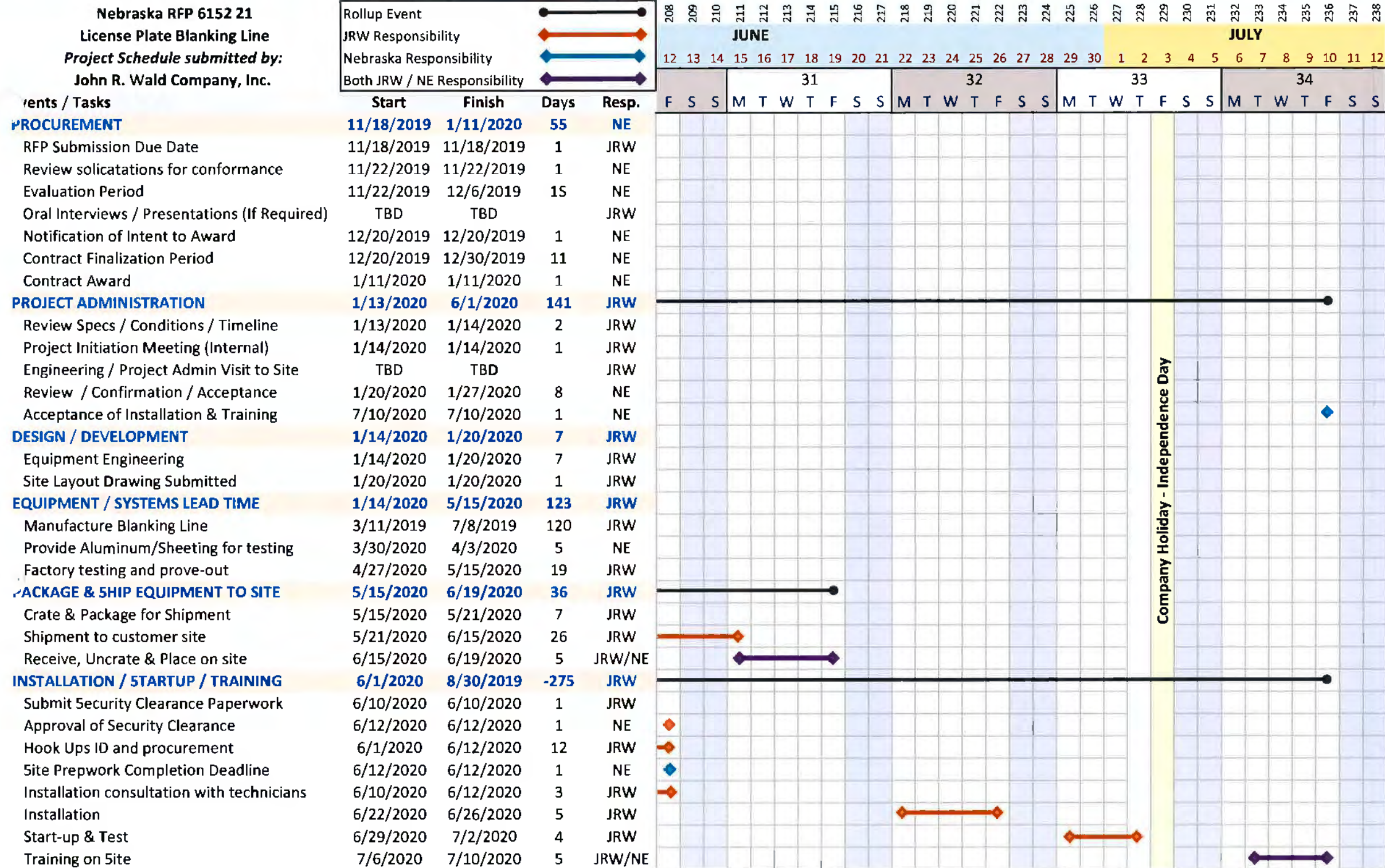
Events / Tasks	Start	Finish	Days	Resp.
PROCUREMENT	11/18/2019	1/11/2020	55	NE
RFP Submission Due Date	11/18/2019	11/18/2019	1	JRW
Review solicitations for conformance	11/22/2019	11/22/2019	1	NE
Evaluation Period	11/22/2019	12/6/2019	15	NE
Oral Interviews / Presentations (If Required)	TBD	TBD		JRW
Notification of Intent to Award	12/20/2019	12/20/2019	1	NE
Contract Finalization Period	12/20/2019	12/30/2019	11	NE
Contract Award	1/11/2020	1/11/2020	1	NE
PROJECT ADMINISTRATION	1/13/2020	6/1/2020	141	JRW
Review Specs / Conditions / Timeline	1/13/2020	1/14/2020	2	JRW
Project Initiation Meeting (Internal)	1/14/2020	1/14/2020	1	JRW
Engineering / Project Admin Visit to Site	TBD	TBD		JRW
Review / Confirmation / Acceptance	1/20/2020	1/27/2020	8	NE
Acceptance of Installation & Training	7/10/2020	7/10/2020	1	NE
DESIGN / DEVELOPMENT	1/14/2020	1/20/2020	7	JRW
Equipment Engineering	1/14/2020	1/20/2020	7	JRW
Site Layout Drawing Submitted	1/20/2020	1/20/2020	1	JRW
EQUIPMENT / SYSTEMS LEAD TIME	1/14/2020	5/15/2020	123	JRW
Manufacture Blanking Line	3/11/2019	7/8/2019	120	JRW
Provide Aluminum/Sheeting for testing	3/30/2020	4/3/2020	5	NE
Factory testing and prove-out	4/27/2020	5/15/2020	19	JRW
PACKAGE & SHIP EQUIPMENT TO SITE	5/15/2020	6/19/2020	36	JRW
Crate & Package for Shipment	5/15/2020	5/21/2020	7	JRW
Shipment to customer site	5/21/2020	6/15/2020	26	JRW
Receive, Uncrate & Place on site	6/15/2020	6/19/2020	5	JRW/NE
INSTALLATION / STARTUP / TRAINING	6/1/2020	8/30/2019	-275	JRW
Submit Security Clearance Paperwork	6/10/2020	6/10/2020	1	JRW
Approval of Security Clearance	6/12/2020	6/12/2020	1	NE
Hook Ups ID and procurement	6/1/2020	6/12/2020	12	JRW
Site Prepwork Completion Deadline	6/12/2020	6/12/2020	1	NE
Installation consultation with technicians	6/10/2020	6/12/2020	3	JRW
Installation	6/22/2020	6/26/2020	5	JRW
Start-up & Test	6/29/2020	7/2/2020	4	JRW
Training on Site	7/6/2020	7/10/2020	5	JRW/NE



Nebraska RFP 6152 Z1
License Plate Blanking Line
Project Schedule submitted by:
John R. Wald Company, Inc.

Rollup Event	●
JRW Responsibility	◆
Nebraska Responsibility	◆
Both JRW / NE Responsibility	◆







JOHN R. WALD COMPANY, INC.

INDUSTRY WARRANTY

The John R. Wald Company warrants to the original purchasers, all products provided by John R. Wald Company to be free of defects in material and workmanship for a period of twelve (12) months from the date of completion and acceptance. During said warranty period John R. Wald Company will, at its option, repair or replace any products (or component part thereof) proving defective during said period. *This warranty applies only to products which are used in accordance with all instructions as to operation, maintenance and safety set forth in the catalogs, manuals, and/or instruction sets furnished by John R. Wald Company. The purchaser is required to notify the company promptly in writing of the defective part(s).*

This warranty does not apply to items that would normally be consumed or require replacement due to normal wear (lubricants, etc.); or the costs of removal, shipment for service and reinstallation.

This warranty is null and void if the product has been subjected to (1) misuse, abuse or improper service or storage; (2) accident, neglect, damage or other circumstances beyond John R. Wald Company's control; (3) modifications, disassembly tampering, alterations or repairs outside of John R. Wald factory not authorized by John R. Wald Company; or to any product not bearing its original serial number plate. This warranty does not apply to normal wear and tear, corrosion, abrasion, or repairs required due to natural causes or acts of God.

THIS IS JOHN R. WALD COMPANY'S SOLE WRITTEN WARRANTY. ANY AND ALL OTHER WARRANTIES WHICH MAY BE IMPLIED BY LAW, INCLUDING ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. JOHN R. WALD COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR EXPENSES DIRECTLY OR INDIRECTLY RELATED TO THE USE OF ITS PRODUCTS OR FROM ANY OTHER CAUSE OR FOR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, AND LOSS OF PRODUCTION). THE WARRANTY CONTAINED HEREIN MAY NOT BE MODIFIED AND NO OTHER WARRANTY, EXPRESSED OR IMPLIED, SHALL BE MADE BY OR ON BEHALF OF THE JOHN R. WALD COMPANY, INC.



EXTENDED TECHNICAL SUPPORT, MAINTENANCE & SERVICE

TECHNICAL SUPPORT PROGRAM

Proper maintenance of equipment systems is essential to ensure productivity and extend the life of assets. Our experienced technicians can provide expert maintenance, adjustment /calibration of complex systems, technical support, troubleshooting & repair, and training of operators and plant maintenance staff on a regularly scheduled basis. We highly recommend a scheduled maintenance and technical support program as outlined below:

- Priority attention and placement in service queue.
- Unlimited phone support. Toll free (800) 221-9253.
- Unlimited remote service by phone and/or secure remote access through customer supplied network/internet connection.
- On-site support of covered equipment and systems as necessary
 - Two (2) scheduled Preventive Maintenance visits to the site by qualified John R. Wald Company technicians shall occur to evaluate, adjust and to assure proper maintenance and operability of systems.
 - On-Site Emergency Service will be provided as necessary.*
 - Preventive maintenance service & wear parts as covered by this contract.

SITE VISITS

Regularly scheduled visits to the site (at least 1 every 6 months) by qualified John R. Wald Company technicians shall occur to evaluate the system, perform a Preventive Maintenance inspection, and to make any necessary adjustments to assure proper maintenance and operability of the blanking line.

***EMERGENCY SERVICE**

When all other avenues have been exhausted, we will dispatch a qualified service technician within 48 hours (weekends excluded). Technician hours on-site and travel time are included for no additional charge under the extended maintenance program, but our direct cost for travel charged actual and any replacement parts needed will be invoiced at current list price.

RESPONSE TO CALLS

Toll Free Number (800) 221-9253 with direct assistance for problems from business hours 8:00 a.m. to 5:00 p.m. Eastern Time. Within two business hours from the initial call a John R. Wald employee will respond to a maintenance / troubleshooting request. Wald technicians will resolve most issues by advising over the phone or via secure remote access. If attempts by phone or secure remote access do not resolve the issue, emergency on-site service may be necessary.

PREVENTATIVE MAINTENANCE SERVICE & PARTS

The following Technical Support, Preventive Maintenance Service & Parts coverage is provided during each site visit under the terms of this Maintenance Agreement:

- Inspect key system components for out of tolerance condition or adjustment;
- Inspect the typical wear parts of the equipment identified as follows:

Wear Part	P/N	Qty/Unit
Roller	UT-A-0010	1
Engine roller	UT-A-0011	1
Bottom roller	UT-A-0012	1
Bearing	UT-A-0013	1
Bearing	UT-A-0014	1
Bearing	UT-A-0015	1
Clutch	UT-A-0017	1
Pressure roller	UT-BLK-0013	1
Drive roller	UT-BLK-0014	1
Engine roller	UT-BLK-0015	1
Belt with carriers	UT-BLK-0016	1
Bearing	UT-BLK-0017	1
Bearing	UT-BLK-0018	1
Bearing	UT-BLK-0019	1

- Replace any of the above-noted wear items that impede proper operation of the equipment due to wear, as determined by Wald. **Up to one replacement per item per year, if needed.**
- Clean system, tune and make necessary adjustments to ensure proper operability.
- Conduct refresher training for new operators, as necessary.
- Observation of system use following maintenance adjustments to assure it is operating properly.

ON-GOING TRAINING

The John R. Wald Company will provide routine training as necessary to make sure our system is a success. Additional training will be available to users of the system upon request during a regularly scheduled maintenance visit. Requests for training or additional manuals or technical documentation shall be made by the customer in writing and prior to scheduling a routine maintenance visit. This will allow our technicians to plan for additional time for training while on site.

TECHNICAL BRIEFINGS

Periodically, we may issue technical briefings pertinent to the equipment / systems installed. Processing tips, trouble shooting, common mistakes and other general briefings will be issued to each of our customers with a system.



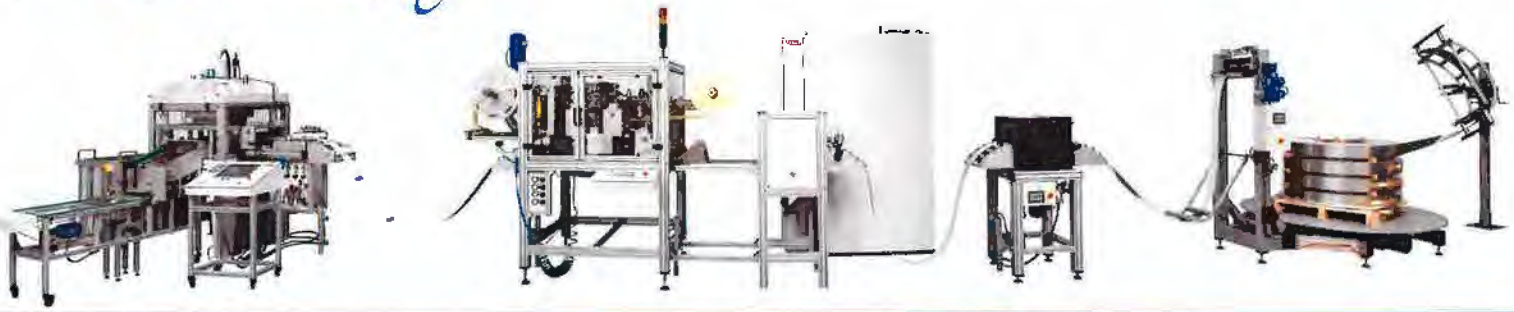
STANDARD EXCEPTIONS TO THE PROGRAM

Wald will not cover costs for repairs to equipment which have been determined to be caused by or which fall into any of the following circumstances:

1. Product shows evidence it has been tampered with, or it has been subject to misuse, abuse or negligent use, or,
2. Any repair or alteration of Product was made by someone other than John R. Wald Company, or,
3. Product was either improperly installed or re-installed, operated or used for a purpose for which it was not intended, or,
4. The original purchaser failed to provide normal maintenance in accordance with the operations manual, or,
5. The serial numbers or other factory-installed labeling has been altered or removed, or,
6. Equipment that is not listed as covered by the maintenance program.



10576 Fairgrounds Road, Huntingdon, PA 16652 USA



The **Wald-Utal License Plate Blanking Line** provides an efficient, high production method of converting coils of substrate (aluminum) into license plate blanks ready for embossing or packaging for digital flat plates. Blanks produced with this system may be plain, painted or sheeted with plain or preprinted graphic sheeting and typically include radiused corners and mounting holes.



Stock Straightener

Multi-roll straightener is designed to remove edge irregularities in the metal substrate improving operation in the applicator/registry system and quality of finished plates.



Horizontal Pallet Decoiler

Coils of substrate (aluminum or steel) are safely loaded by pallet onto the decoiler for infeed to the blanking line. Capacity: 3000-8000 pounds; Max Coil Diameter - 60"; Max Stack Height - 37"

Applicator / Registry Feed System



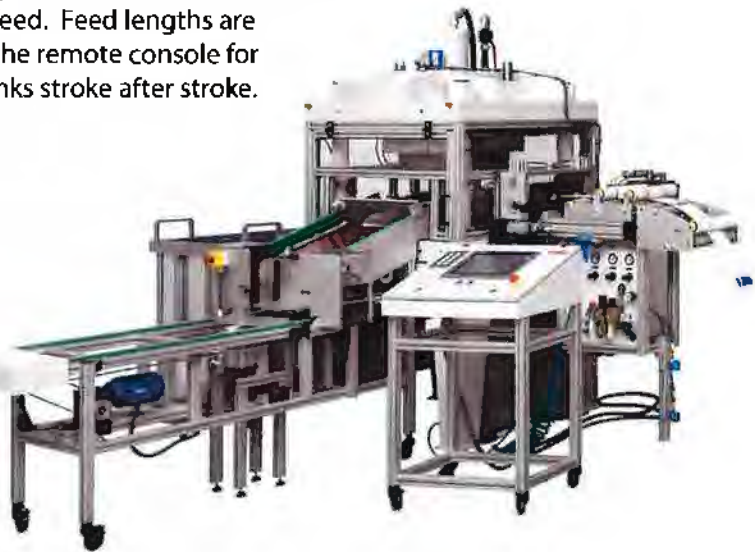
Computer controlled system is designed to apply and accurately register sheeting to the metal substrate. Automatic Web Guiding ensures that pre-printed graphic sheeting is accurately positioned on the substrate prior to entering the blanking die.

Substrate Pre-Heating Device assures the aluminum substrate is brought to the correct temperature for application of reflective sheeting in accordance with manufacturers guidelines.



Registry Feed

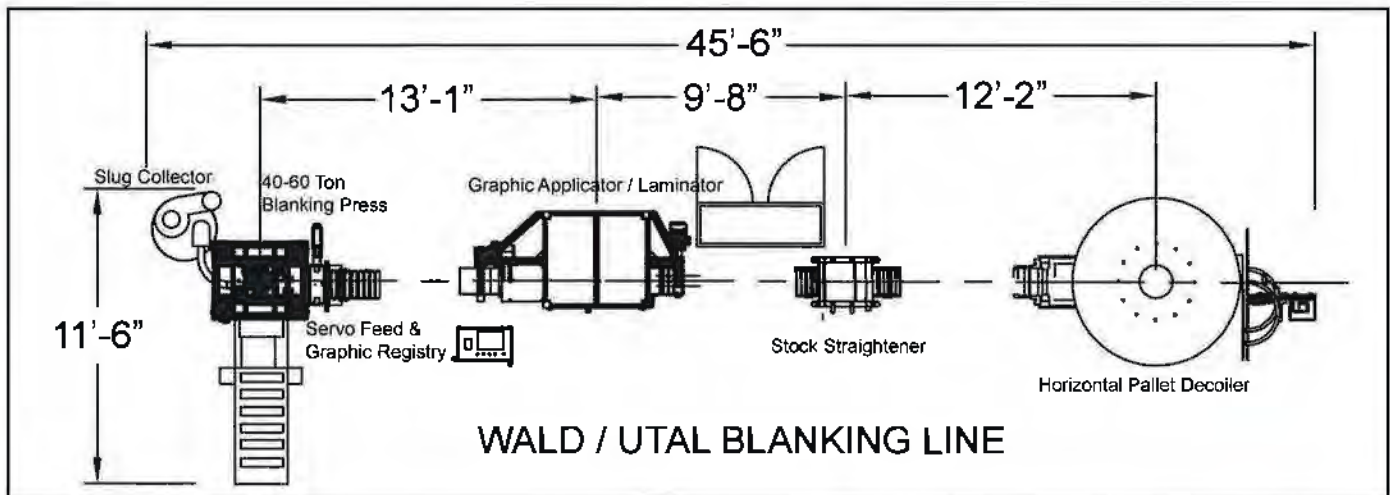
The Registry Feed is a microprocessor controlled, servo driven electronic roll feed. Feed lengths are programmed directly from the remote console for accurate and consistent blanks stroke after stroke.



Blanking Press / Registry Feed / Remote Console

A 45 Ton Blanking Press typically includes a blanking die designed to punch mounting holes in the license plate, radius the corners of each plate and cut off the finished blank. An optional Compound Blanking Die can also provide a depressed flange rim as part of the blanking process for finished Digital Flat License Plates.

The outfeed conveyor can count, stack and index predetermined quantities of blanks for easy processing or packaging.



Features:

Accommodates various sheeting types and brands from multiple manufacturers
Accommodates aluminum substrate in various widths and gages

Specifications:

Approximate Dimensions - Length: 50 ft. X Width: 15 ft. X Height: 10 ft.
Production Rate: 70-80 strokes (plates) per minute
Typical Substrate Capacity: 4" to 12" wide material
Electrical Requirements: 9.5 kW 3 phase 380v, 50-60 Hz
Compressed Air Requirement: 5 CFM @ 100 psi clean, dry air

About Wald

Headquartered in Huntingdon, Pennsylvania, the John R. Wald Company, Inc. has been a leader in license plate manufacturing technology, equipment, solutions, supplies and service for almost 100 years. Wald is a division of Hills Numberplates Ltd., our 90-year old parent company based in Birmingham UK.



Phone: 814-643-3908 | Toll-free: 800-221-WALD | www.jrwald.com

ELGUIDER DRS 22

The new pivoting frame DR 22 was especially designed for guiding small webs. Due to its compact design it may be easily integrated into existing machine concepts. Its primary use is therefore in the label, packaging and hygiene industry.

Sensor

The position of the web edge is detected by a compact, opto-electronic edge sensor immediately behind the exit roller. As an alternative for films, an ultra-sonic sensor will detect even very clear webs reliably.

Controller

The digital controller is integrated into the pivoting frame. Adjusting the control parameters and thus optimizing the control loop is no problem thanks to the user-friendly control panel.

Networking

The standardized CAN-bus guarantees reliable and rapid data transfer and allows for an easy integration into any machine and control system with reduced wiring.



Interface

The system not only has the advantages of centralized operation of the controllers. It can also be connected without any problem to SPS controls and to various bus systems via a parallel interface (digital inputs and outputs). E+L offers an optional integrated Ethernet interface (Ethernet/IP and Ethernet/UDP) for this purpose. For other interfaces E+L offers external interface converters.

Operation

Big emphasis was placed on the ergonomics of the control panel. The pictorial representation of the web, the applications-oriented set-up of the function groups as well as the diaphragm keypad with readily understood symbols and LED displays make sure that the system is easy to handle.

Function

When guided by a pivoting frame, the web changes direction a total of four times. As the web is moved both on the longitudinal and transverse axes when it is corrected, its elasticity potential can be utilized more fully than with a purely transverse offset. Due to an optimised pivotal center on the infeed path optimum web correction is achieved. Premature creasing is avoided.

Application

Given its excellent utilization of web elasticity, the pivoting frame is ideal for webs that are liable to tear. It is moreover recommended for use in confined space conditions.

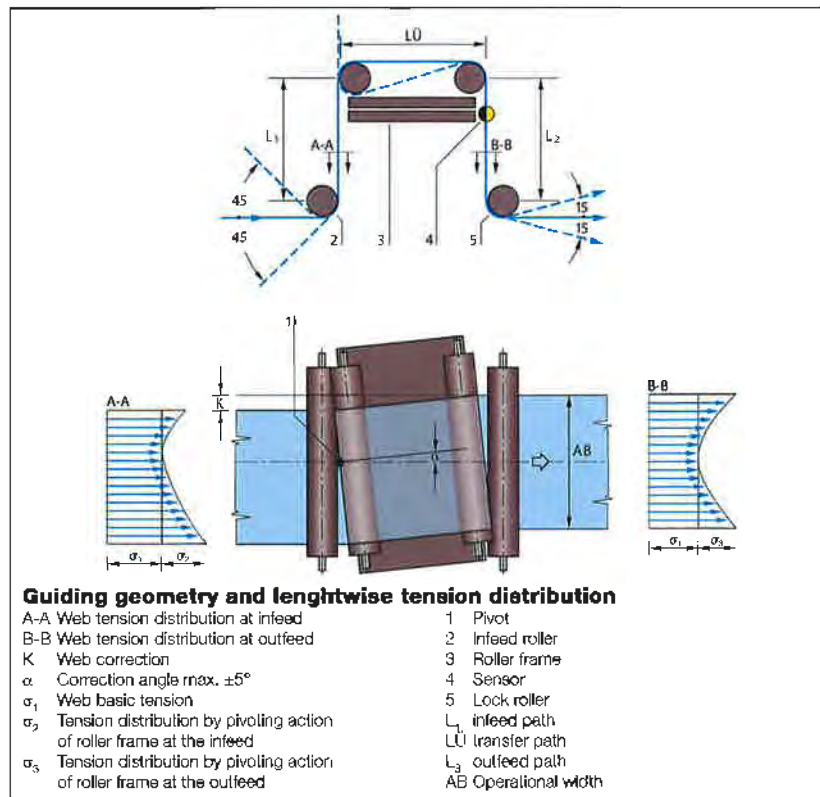
Design

Depending on the job, a pivoting frame system for tough webs is designed along the following basic rule: the infeed, transfer and delivery lengths should be identical and should be between 50% - 100% of the web width.

selection table

LU (mm)	NB (mm)
300	200
250	250
	300
	350
	400
	450

LU Transfer span
 NB Nominal width



Technical data

Guider accuracy (FR 46, FX 46, FE 52)	< ± 0.1 mm (depending on material)
Guider accuracy (FR 60)	< ± 0.2 mm (depending on material)
Nominal traverse	
LÜ 250 mm	max. $\pm 14,5$ mm
LÜ 300 mm	max. ± 18 mm
Nominal positioning speed	
LÜ 250 mm	1 - 100 mm/s adjustable
LÜ 300 mm	1 - 115 mm/s adjustable
Force	
NB 200/250/300/350 mm	max. 300 N
NB 400/450 mm	max. 200 N
Roller face width NB	200/250/300/350/400/450 mm
Transfer span LÜ	250/300 mm
Roller diameter D	60/80 mm
Ambient temperature	+10 °C to +50 °C
Operational voltage	
Nominal value	24 V DC
Nominal range	20 - 30 V DC
Nominal range with power supply	100 - 240 V, 50/60 HZ
Power consumption	max. 2.5 A DC
Protection class	IP 54
Measuring range	
infra-red sensor FR 46	± 2.5 mm
ultra-sonic sensor FX 46	± 3 mm
line sensor FE 52	± 10 mm
wide band sensor FR 60	± 75 mm

Subject to technical modifications without notice

UTAL LICENSE PLATE SOLUTIONS

UTAL sp. z o.o.

Poznań - Gruszczyń

ul. Katarzyńska 9

PL 62-006 Kobylnica

tel./fax: +48 61 817 37 02

e-mail: utal@utal.pl; www.utal.pl

Poland, Poznań, 8th November, 2019.

Annette Walton / Nancy Storant, Buyers
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Re: Authorized Distributor Confirmation Letter

Dear Ms. Walton & Ms. Storant:

The John R. Wald Company, Inc., located in Huntingdon, PA, USA, is the exclusive distributor of UTAL sp. z o.o. license plate blanking and embossing equipment and parts in the United States.

Presently, until further notice, there are no other authorized distributors that are allowed to sell Utal license plate equipment or parts in the United States.

Sincerely,

Jacek Wojciechowski
CEO

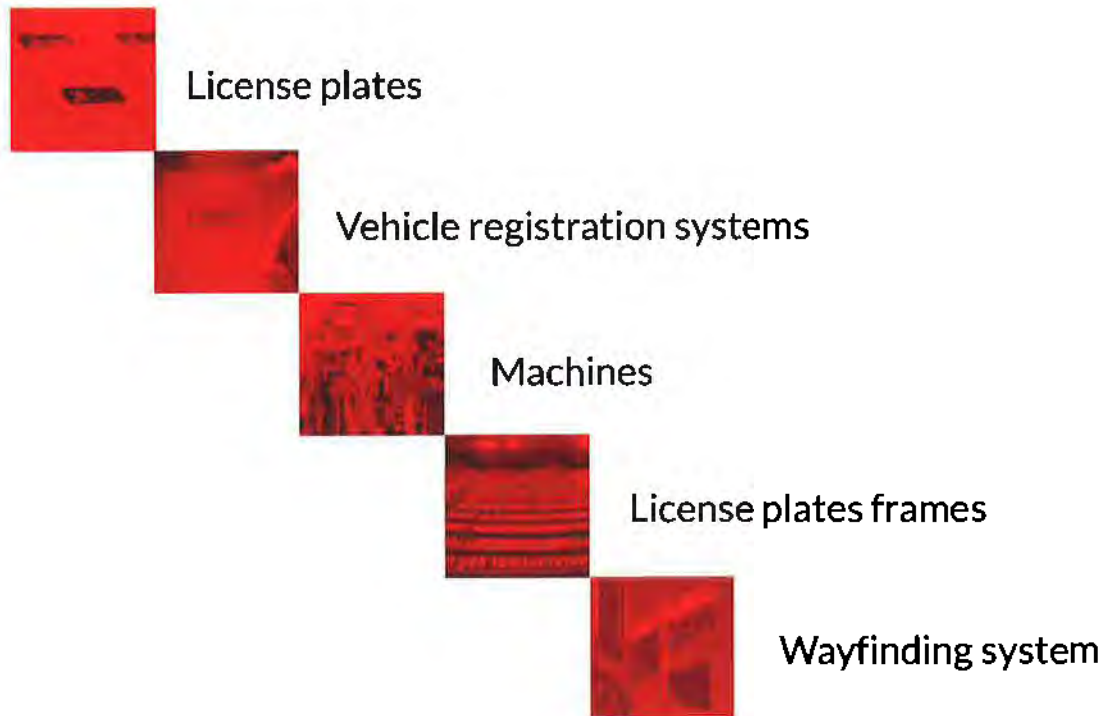
UTAL sp. z o.o.





OUR STRUCTURE

UTAL LICENSE PLATE
SOLUTIONS



CONTENT

UTAL LICENSE PLATE
SOLUTIONS

1. Our vision
2. Our history
3. Our global reach
4. Our strategy
5. Our products and solutions
6. Our corporate social responsibility



OUR VISION

UTAL LICENSE PLATE SOLUTIONS

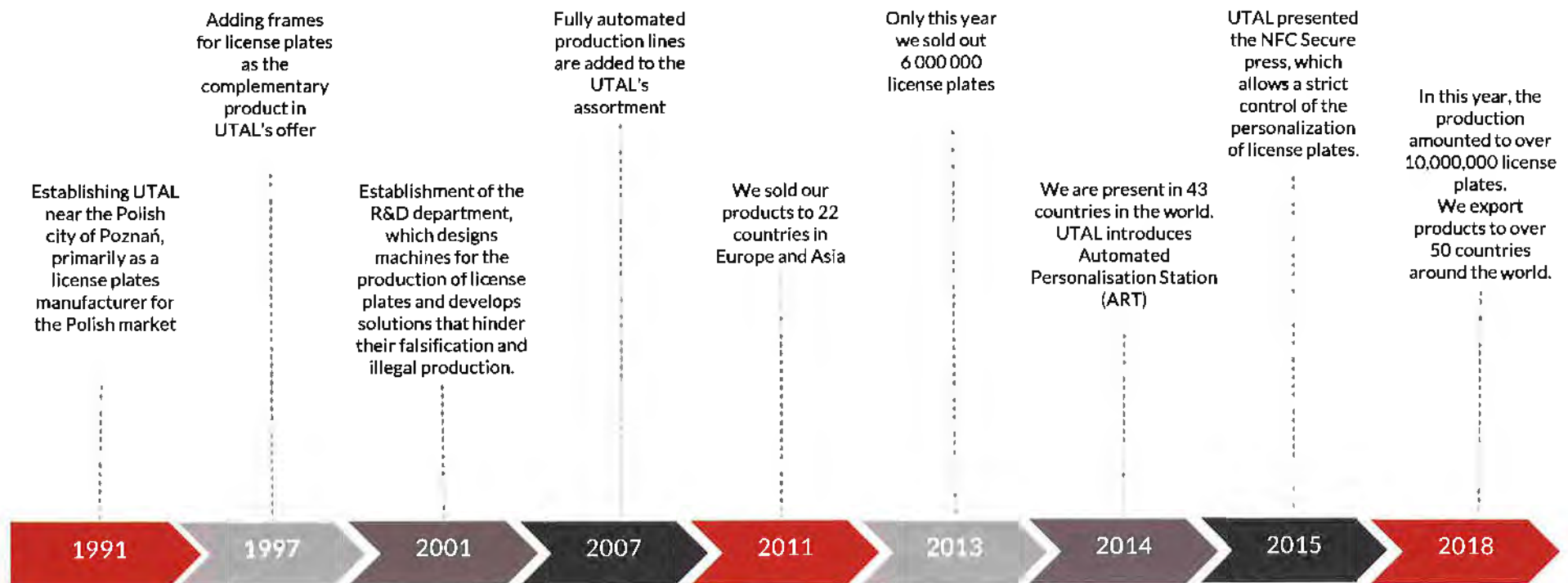
To provide the best solutions for each of our customers worldwide.

To create and supply highly efficient and intelligent license plate solutions creating added value for the benefit of all concerned.



OUR HISTORY

UTAL LICENSE PLATE
SOLUTIONS



OUR GLOBAL REACH

UTAL LICENSE PLATE
SOLUTIONS

We export our products to more than 50 countries worldwide



OUR STRATEGY

UTAL LICENSE PLATE
SOLUTIONS

From idea to implementation

Starting a new business

From idea to implementation

After- sales support

Help Desk
Service
Technical support



Setting up a production

Research & Development
Tooling
Mechanical engineering
General Production
Quality Control

Delivery and Logistics management

Logistics

OUR PRODUCTS AND SOLUTIONS

UTAL LICENSE PLATE SOLUTIONS

Our portfolio:



- ✓ Blank License Plates
- ✓ Personalized License Plates
- ✓ RFID and windshield labels
- ✓ Dedicated Hot-Stamping Foil
- ✓ Blank Reflective Sheeting
- ✓ Personalized Reflective Sheeting
- ✓ Aluminium coil



- ✓ Vehicle registration systems
- ✓ iPlate – RFID Solutions



- ✓ Automated production lines for blank plates
- ✓ Automated production lines for license plate personalization (ART)
- ✓ Embossing presses
- ✓ NFC embossing presses
- ✓ Hot-stamping machines
- ✓ License plate shredders
- ✓ Clapper dies and other additional tooling



- ✓ License Plate Frames
- ✓ Metallized Frames
- ✓ Frames HP
- ✓ Frames with hydrographics
- ✓ Silk-screen printing
- ✓ Digital print
- ✓ 3D inscriptions
- ✓ Doming frames



- ✓ Wayfinding systems
- ✓ Power signs, informative signs

HIGH SECURITY LICENSE PLATES

UTAL LICENSE PLATE
SOLUTIONS

All types and kinds of license plates

UTAL manufactures and supplies all types and kinds of license plates in accordance with the regulations that are in force in a given country.

- ✓ Blank license plates (without embossed number)
- ✓ Ready to use license plates (personalized plates)
- ✓ iPlate – license plate with RFID tag

We put emphasis on:

- ✓ High level of security
- ✓ Introducing the new technologies
- ✓ Raising our efficiency
- ✓ High level of innovativeness



SECURITY FEATURES

UTAL LICENSE PLATE SOLUTIONS

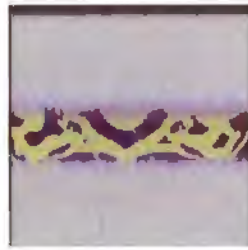
We transform license plates into high security documents



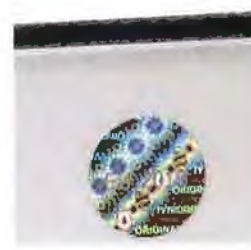
Bar code



Dry stamp



UV Security Print



High Security Hologram



Laser digraph



Multicolor Graphics



QR codes



Serial Number



Ensure Mark



Secure HP Foil



RFID



Security Windshield stickers
(„Third License Plate“)

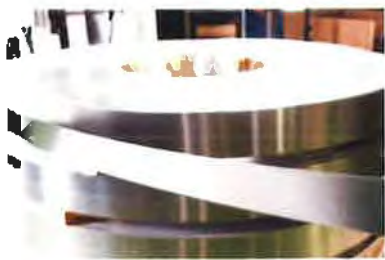
CONSUMMABLES

UTAL LICENSE PLATE
SOLUTIONS

All you need for your plate production

We provide our customers with:

- ✓ Aluminium of all types and dimensions
- ✓ Dedicated Hot Stamping Foil
- ✓ Blank Reflective Sheeting
- ✓ Personalized Reflective Sheeting
- ✓ Security Locks



VEHICLES REGISTRATION SYSTEMS

UTAL LICENSE PLATE SOLUTIONS

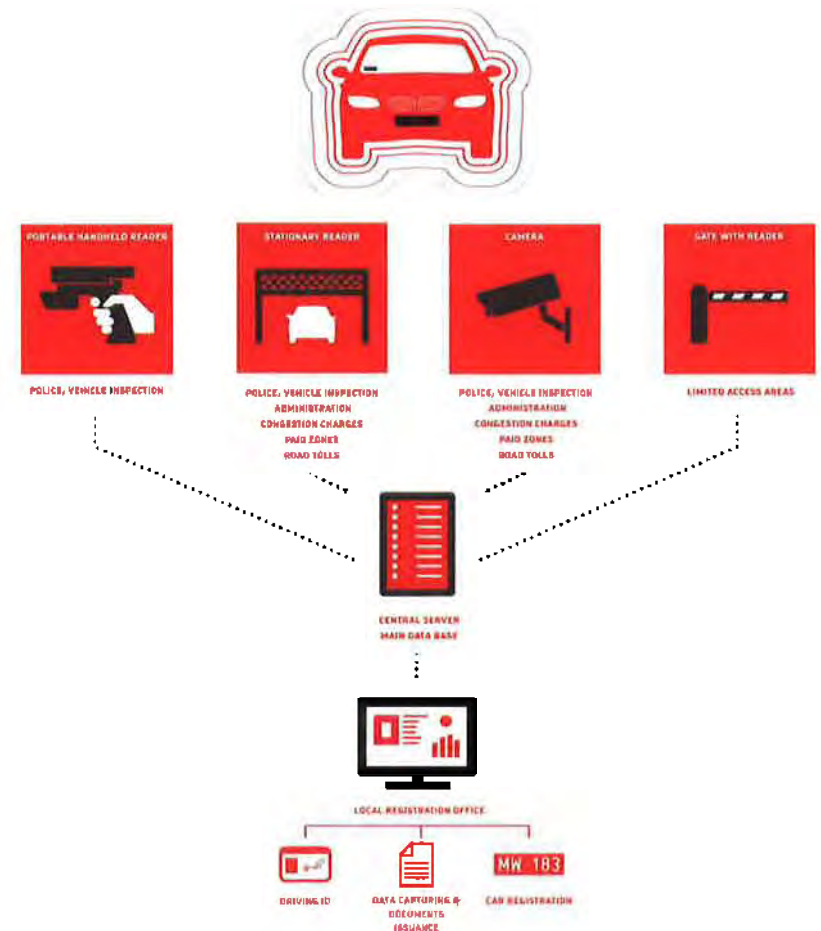
Solutions from A - Z

The complexity of the vehicles registration system means the integration of multiple elements, such as:

- ✓ information processing, creating databases;
- ✓ technologies of reading and processing information;
- ✓ the equipment necessary for collecting, processing and controlling data;
- ✓ material necessary for the production of documents.

The main advantages:

- ✓ the controlling function, which enables remote tracking and eliminating from circulation some false documents;
- ✓ the modular construction of system, which gives the opportunity to modify, expand its functionality.



iPlate

UTAL LICENSE PLATE
SOLUTIONS

Intelligent Plate



High security Licence Plate (LP) with RFID tag included combined with an integrated database and the latest LP production technologies, enables remotely to identify the vehicles and false plates. Also used in traffic management, access control, car owner or car data's as technical inspection, insurance etc.

RFID TAG ELECTRICAL SPECIFICATION:

device type:

Class 1 Generation 2 passive UHF RFID transponder,

air interface protocol:

EPC global Class1 Gen2 ISO 18000-6C,

operational frequency: 860-960 MHz,

IC type: Impinj Monza 4E,

memory configuration: EPC 496 bit; User 128 bit;

TID 64 bit.

AUTOMATED PRODUCTION LINE FOR BLANK PLATES

UTAL LICENSE PLATE
SOLUTIONS

Fastest Blanking Line on the Market

An innovative technology solution enabling automated and virtually maintenance-free production.

This is the fastest line available on the market, it allows for the production of 80 plates/ minute.

A short delivery time from order to run the line at the customer's spot.



AUTOMATED PRODUCTION LINE FOR NUMBER PLATES PERSONALIZATION

UTAL LICENSE PLATE SOLUTIONS

High Security Solution for Centralized Production

A fully automated production line which embosses and hot-stamps a blank license plates

It enables a single operator to personalize up to 1000 standard license plates with any letter/digit combination within an hour.

Connected to the internet, ART is able to receive numerous combinations from any external database allowing prompt production of ordered plates.



EMBOSSING PRESS PU 35T-230

UTAL LICENSE PLATE
SOLUTIONS

A newly constructed, lighter of small dimensions, more silent and needs a power supply of only 230V.



Basic parameters:

- ✓ embossing time: 2.2 seconds,
- ✓ efficiency: 370 plates / hour,
- ✓ embossing power: 35 T,
- ✓ small footprint,
- ✓ Power supply: ~ 230 V/50 Hz,
- ✓ power consumption: 1.5 kW

EMBOSSING PRESS PU 50T-230

UTAL LICENSE PLATE
SOLUTIONS

A newly constructed, lighter of small dimensions, more silent and needs a power supply of only 230V.



Basic parameters:

- ✓ embossing time: 3 seconds,
- ✓ efficiency: 350 plates / hour,
- ✓ embossing power: 50 T,
- ✓ small footprint,
- ✓ Power supply: ~ 230 V/50 Hz,
- ✓ power consumption: 1.5 kW

EMBOSSING PRESS PU 50T-400

UTAL LICENSE PLATE
SOLUTIONS

Compact and reliable, the fastest among all available on the market, embossing power of 50 tons.



Basic parameters:

- ✓ embossing time: 1.3 seconds
- ✓ efficiency: 450 plates per hour,
- ✓ embossing power: 50 T,
- ✓ small footprint,
- ✓ Power supply: 3 ~ 400 V/50 Hz
- ✓ power consumption: 1.5 kW

EMBOSSING PRESS NFC SECURE

UTAL LICENSE PLATE
SOLUTIONS

High Security Solution for De-Centralized Production



Innovative features:

- ✓ control of embossing process (clapper dies recognition),
- ✓ simultaneous and double license plate identification system
 - barcode reader,
 - adjustable QR code/DMC code reader,
- ✓ operator's touch panel with visualization of embossing process and parameters settings,
- ✓ multiple login options for operators and administrators,
- ✓ label or receipt ultra-high-speed thermal printer,
- ✓ one piece clapper dies with NFC modules.

HOT STAMPING MACHINE UT- ECO

UTAL LICENSE PLATE SOLUTIONS

Designed for fast, accurate and uniform coating of embossed license plate by thermal transfer method. New technical solutions implemented in this machine reduce its power consumption.



Basic parameters:

- ✓ max. efficiency: 360 plates per hour,
- ✓ max. foiling width: 120 mm
- ✓ protection against overheating of the drum,
- ✓ small footprint,
- ✓ power supply: ~ 230 V/50 Hz,
- ✓ average power consumption 0.8 kW

Options:

- ✓ "quick start" - warm-up time approx. 6 min,
- ✓ speed controller.

HOT STAMPING MACHINE DT - ECO

UTAL LICENSE PLATE
SOLUTIONS

An efficient and cost-effective machine for simultaneous coating of two single-row license plates. New technical solutions implemented in this machine reduce its power consumption.



Basic parameters:

- ✓ max. efficiency: 850 plates per hour,
- ✓ max. foiling width 235 mm,
- ✓ speed controller,
- ✓ foil tension control,
- ✓ protection against overheating of the drum,
- ✓ small footprint,
- ✓ Power supply: ~ 230 V/50 Hz,
- ✓ average power consumption 1,0 kW

HOT STAMPING MACHINE MT – ECO

UTAL LICENSE PLATE
SOLUTIONS

An efficient and cost-effective machine for coating of embossed license plates.
It was created especially for the needs of foiling tables with American dimensions.



Basic parameters:

- ✓ max. efficiency: 360 plates per hour,
- ✓ max. foiling width 180 mm,
- ✓ speed controller,
- ✓ foil tension control,
- ✓ protection against overheating of the drum,
- ✓ small footprint,
- ✓ Power supply: ~ 230 V/50 Hz,
- ✓ average power consumption 1,0 kW

EMBOSSING STATION EQUIPMENT

UTAL LICENSE PLATE
SOLUTIONS

Reliable, Proven and Universal



UTAL offers reliable equipment to its individual customers who wish to open an embossing station. A set-up for an embossing station is usually composed of a hydraulic embossing press and a hot-stamping machine, shredders, 'the third registration plates' printers and accessories such as clapper-dies.

ACCESSORIES AND ADDITIONAL TOOLING

UTAL LICENSE PLATE SOLUTIONS

All the accessories, additional tooling and spare parts for production lines, machinery and equipment.

- ✓ cutting-embossing tools,
- ✓ cutting-embossing and punching tools,
- ✓ cutting tools with fixed and variable scraps,
- ✓ horizontal aluminum decoilers,
- ✓ collectors of plates, etc.,

- ✓ milled or injected clapper dies,
- ✓ tools for embossing the plate's rim,
- ✓ pneumatic punchers for plates,
- ✓ cutting dies,
- ✓ dry stamps for legalization purposes, etc.



LICENSE PLATES SHREDDERS

UTAL LICENSE PLATE
SOLUTIONS

An immediate invalidation of every type of license plate by cutting it into 5 or 14 irregular parts.



License plates shredder, models ST5-400 and ST5-230

Basic parameters:

- ✓ max. efficiency: ST5-400: 5000 plates/ hour,
- ✓ max. efficiency: ST5-230: 4000 plates/ hour,
- ✓ cutting plates into 5 unequal parts,
- ✓ container capacity: about 150 cut plates,
- ✓ Power supply: ST5-400: ~ 400 V/50 Hz (1.5 kW),
- ✓ Power supply: ST5-230: ~ 230 V/50 Hz (1.5 kW)

License plates shredder, model ST 14-400

Basic parameters:

- ✓ max. efficiency: 4,000 plates/hour,
- ✓ cutting plates into 14 unequal parts,
- ✓ the container capacity: about 150 cut plates,
- ✓ Power supply: ~ 400 V/50 Hz (4 kW)

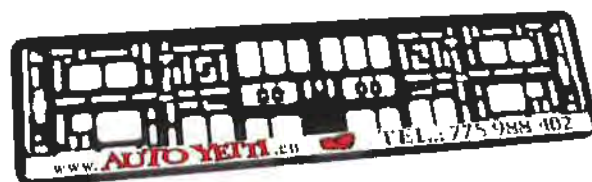
LICENSE PLATES FRAMES

UTAL LICENSE PLATE SOLUTIONS

A frame for everybody

UTAL is one of Europe's largest manufacturers of license plate frames. Every year we produce more than 6,000,000 frames.

- ✓ Black frames
- ✓ Silk-screen printing
- ✓ Digital prints
- ✓ Doming frames
- ✓ 3D inscriptions
- ✓ Frames with hydrographics
- ✓ Metallized frames
- ✓ HP frames



WAYFINDING SYSTEM

UTAL LICENSE PLATE SOLUTIONS

The best method of promoting the cities

UTAL provides a comprehensive project preparation and its implementation.

Our portfolio:

- ✓ signs showing the names of streets,
- ✓ signs indicating directions for pedestrians,
- ✓ individual and collective information panel,
- ✓ information boards for historical monuments,
- ✓ road information signs,
- ✓ 'welcome and gateway signs'



CORPORATE SOCIAL RESPONSIBILITY



UTAL LICENSE PLATE SOLUTIONS

Thinking globally acting locally

Our philosophy is to build confidence – not only towards our customers, but also at the level of social responsibility. Therefore UTAL is actively engaged in ecological activities and local community social life.

- ✓ We are environmentally friendly, we benefit from renewable energy, we introduce modern, environmentally friendly production processes.
- ✓ We promote a healthy lifestyle: we take part in sports competitions, runs or triathlons.
- ✓ Supporting charitable activities, Taking part in charity auction WOŚP



UTAL LICENSE PLATE SOLUTIONS

Stay connected





November 14, 2019

Annette Walton / Nancy Storant, Buyers
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Subject: Request for Proposal Number 6152 Z1 (License Plate Blanking Line)

Dear Ms. Walton & Ms. Storant:

We are pleased to include herewith our response to the subject Request for Proposal. We have thoroughly reviewed the project specifications and are bidding in complete compliance with them.

Since 1924, Wald has specialized in the design, development, integration, sale and support of equipment and systems used in the production and manufacture of license plates. The license plate blanking line we are bidding is the product of our 95 years of experience integrating production lines into our customers license plate applications, combined with our familiarity with the Nebraska license plate production facility, including information gathered at the site visit where we confirmed our understanding of the requirements.

The proposed system for this Request for Proposal will feature the latest, most advanced equipment technology available and appropriately selected for the consistent and reliable production of high quality license plate blanks. Among the the notable advanced features of this integrated blanking line are a centralized control unit and color touch panel interface for operator control and monitoring of the production line and each of its components in real time; efficient hydraulic press; user-friendly applicator/registry system with on-the-fly, automatic web guiding to ensure accurate lamination of sheeting to aluminum; and automatic indexing outfeed conveyor with license plate counter.

The enclosed Bid Book includes details on our offer and details on our qualifications to fulfill your requirements.

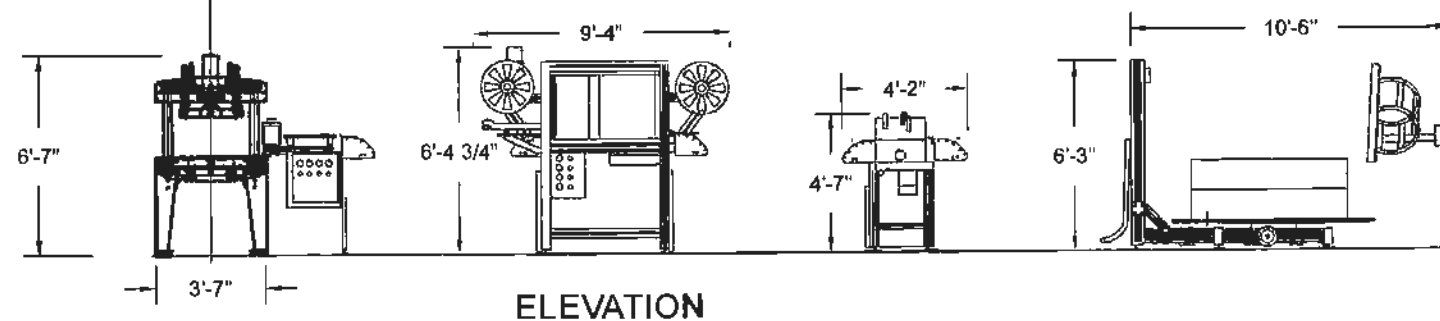
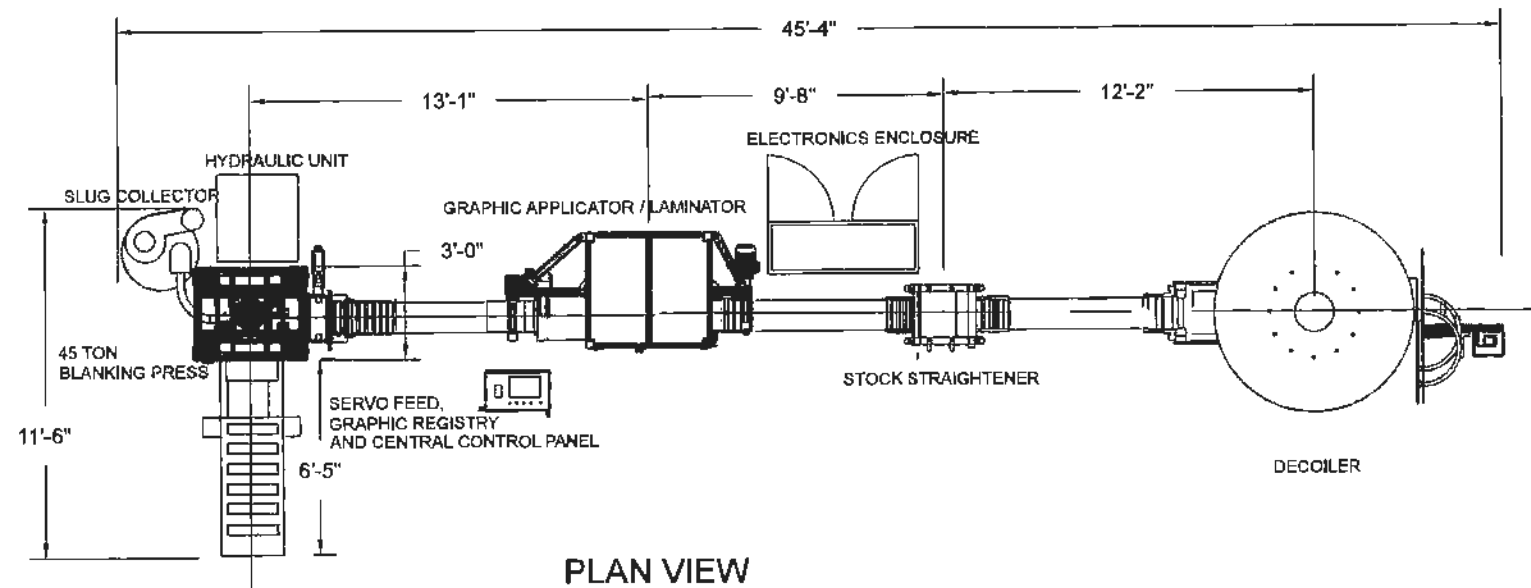
We certainly appreciate the opportunity to address your requirements and look forward to supplying our license plate blanking line solution to the State of Nebraska. If you have any questions regarding our offer, please call toll free at 1-800-221-WALD or dial (814) 643-3908.

Sincerely,

JOHN R. WALD COMPANY, INC.



Lynn Conaway
Vice President, Sales & Marketing

LAC:mlm
Enclosures



PROPOSED BLANKING LINE

TITLE		PROPOSED BLANKING LINE - PLAN AND ELEVATION 2019		CONTRACT NO. / INDUSTRY		AUTO TAG / SS66	
DRAWING NUMBER		D 234-NE		DISK NO.		CAD NAME	
DATE		10/7/20		DATE		DATE	
BY		J. R. W. / J. R. W.		BY		BY	
CHECKED		J. R. W. / J. R. W.		CHECKED		CHECKED	
SCALE		AS SHOWN		SCALE		SCALE	
REVISIONS		REVISIONS		REVISIONS		REVISIONS	
NO.		1		NO.		1	
DESCRIPTION		Blanking Line 1 & 2 with Auxiliary Drive		DESCRIPTION		Blanking Line 1 & 2 with Auxiliary Drive	
DATE		10/7/20		DATE		10/7/20	
BY		J. R. W. / J. R. W.		BY		J. R. W. / J. R. W.	
CHECKED		J. R. W. / J. R. W.		CHECKED		J. R. W. / J. R. W.	
SCALE		AS SHOWN		SCALE		AS SHOWN	


John R. Wald Company
 SERVING CORRECTIONAL INDUSTRIES SINCE 1924
 HUNTINGDON, PENNSYLVANIA 15882 (814) 843-3006

**COST PROPOSAL
SUBMISSION**

COST PROPOSAL

RFP # 6152 Z1 License Plate Blanking Line

Firm Name: **John R. Wald Company, Inc.**

Payment will be: 10% of the project after final project plan is approved, 40% of the project after delivery of equipment, and the final 50% of the project after successful implementation, testing, training

Bidder to complete the Cost column of the table, including all costs associated with each section. Including all expenses for travel, labor, administration, etc. No other costs will be allowed. Total Cost bid must be all-inclusive of all costs.

DELIVERABLE	Cost	
Milestone 1.0 Final Project Plan	10% of \$597,375.00 invoiced at Milestone 1.0	\$59,735
Milestone 2.0 Equipment (Delivered)		
LIST EQUIPMENT AND DETAILED COST <<ADD LINES AS NEEDED>>	40% of \$597,375.00 invoiced at Milestone 2.0	\$238,950
Complete Wald-Utal Blanking Line as listed in the proposal	\$ 577,875.00	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Milestone 3.0 Final Implementation		
	50% of \$597,375.00 invoiced at Milestone 3.0	\$298,690
Existing Manufacturing Line Relocation	\$ N/A	
Installation	\$ 19,500	
Final Implementation	\$ Included in Installation	
Testing	\$ Included in Installation	
Training	\$ Included in Installation	

	Year One	Year Two	Year Three	Year Four	Year Five	Year Six
Post-Implementation Support	\$ Included					
Maintenance and Operations		\$18,000.00	\$18,540.00	\$19,100.00	\$19,670.00	\$20,250.00

Optional Renewal Periods

Description	Optional Renewal One Year Seven	Optional Renewal One Year Eight	Optional Renewal One Year Nine	Optional Renewal Two Year Ten	Optional Renewal Two Year Eleven	Optional Renewal Two Year Twelve
Maintenance and Operations						
	\$20,865.00	\$21,490.00	\$22,135.00	\$22,800.00	\$23,485.00	\$24,190.00

Optional Services:

	INITIAL AWARD YEAR ONE	INITIAL AWARD YEAR TWO	INITIAL AWARD YEAR THREE	INITIAL AWARD YEAR FOUR	INITIAL AWARD YEAR FIVE	INITIAL AWARD YEAR SIX
Extended Warranty cost						
	\$Included	\$2,400.00	\$2,520.00	\$2,646.00	\$2,778.00	\$2,915.00
Extended Warranty above is for complete blanking line.	\$	\$	\$	\$	\$	\$
Suggested Stock Replacement Parts List below:						
See attached Spare Parts List. Total price of all spare parts noted to right.	\$16,254	Current List Price	Current List Price	Current List Price	Current List Price	Current List Price
<bidder add lines as needed>	\$	\$	\$	\$	\$	\$

	Renewal One Year Seven	Renewal One Year Eight	Renewal One Year Nine	Renewal Two Year Ten	Renewal Two Year Eleven	Renewal Two Year Twelve
Extended Warranty	\$3,060.00	\$3,215.00	\$3,375.00	\$3,545.00	\$3,725.00	\$3,910.00
Suggested Stock Replacement Parts List below:						
See attached Spare Parts List. Total price of all spare parts noted to right.	Current List Price	Current List Price	Current List Price	Current List Price	Current List Price	Current List Price
<bidder add lines as needed>	\$	\$	\$	\$	\$	\$

Work may be needed that was not originally delineated in this RFP, but considered within the scope of work. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in this RFP or known at the time this RFP was issued. If additional work is needed, the Contractor must submit a detailed Scope of Work, Title/Role(s), number of hours, and due dates/deliverables for CSI review and approval.

The bidder should provide the hourly rate for each Title/Role that could be used to complete optional services.

Title/Role*	Hourly Rate	
Engineer	\$ 150.00	-
Technician	\$ 130.00	-
Executive Management	\$ 150.00	-
	\$	-

*Bidder may add additional lines as needed.



Wald / Utal Blanking Line Spare Component Parts List

rev. 09/2019

Name	Wald Part #	Qty per line	Price in USD
UTAL Applicator/Registry System Specific			
Reflective Lens	UT-A-0001	1	\$ 230.77
Digital Fibre Optic Sensors	UT-A-0002	1	\$ 230.77
Color Sensor	UT-A-0003	1	\$ 1,215.38
Ultrasonic sensor	UT-A-0004	1	\$ 646.15
Small photoelectric sensors W12-3	UT-A-0005	1	\$ 448.15
Miniature photoelectric sensors G6	UT-A-0006	1	\$ 230.77
Auto-switch	UT-A-0007	2	\$ 46.15
Actuator	UT-A-0008	1	\$ 138.46
Solenoid valve 5/2	UT-A-0009	1	\$ 123.08
Roller	UT-A-0010	1	\$ 292.31
Engine roller	UT-A-0011	1	\$ 292.31
Bottom roller	UT-A-0012	1	\$ 292.31
Bearing	UT-A-0013	1	\$ 7.69
Bearing	UT-A-0014	1	\$ 15.38
Bearing	UT-A-0015	1	\$ 18.46
Expansion shaft	UT-A-0016	1	\$ 1,789.23
Clutch	UT-A-0017	1	\$ 215.38
UTAL Blanking Line Components Other Than Applicator			
Fiber optic sensor	UT-BLK-0001	1	\$ 415.38
Reflection optical fiber	UT-BLK-0002	1	\$ 138.46
Additional optical fiber	UT-BLK-0003	1	\$ 215.38
Cylindrical reflection sensor	UT-BLK-0004	1	\$ 184.62
Rectangular reflection sensor	UT-BLK-0005	1	\$ 346.15
Inductive sensor	UT-BLK-0006	1	\$ 138.46
Encoder	UT-BLK-0007	1	\$ 1,692.31
Reed switch	UT-BLK-0008	1	\$ 46.15
Reed switch	UT-BLK-0009	1	\$ 46.15
Actuator	UT-BLK-0010	1	\$ 107.69
Actuator	UT-BLK-0011	1	\$ 153.85
Actuator	UT-BLK-0012	1	\$ 153.85
Pressure roller	UT-BLK-0013	1	\$ 292.31
Drive roller	UT-BLK-0014	1	\$ 292.31
Engine roller	UT-BLK-0015	1	\$ 292.31
Belt with carriers	UT-BLK-0016	1	\$ 384.62
Bearing	UT-BLK-0017	1	\$ 18.46
Bearing	UT-BLK-0018	1	\$ 12.31
Bearing	UT-BLK-0019	1	\$ 12.31
Analog induction sensor	UT-BLK-0020	1	\$ 278.92
Position sensor	UT-BLK-0021	1	\$ 600.00
Activator for position sensor	UT-BLK-0022	1	\$ 61.54
Oil temperature sensor	UT-BLK-0023	1	\$ 207.69
Oil pressure sensor	UT-BLK-0024	1	\$ 430.77
ET200SP-8DI digital input	UT-BLK-0025	1	\$ 107.69
ET200SP-8DO digital output	UT-BLK-0026	1	\$ 138.46
ET200SP-8F-DI secure digital input	UT-BLK-0027	1	\$ 384.62
ET200SP-4F-DQ secure digital output	UT-BLK-0028	1	\$ 430.77
ET200SP-F-DQ	UT-BLK-0029	1	\$ 215.38
ET200SP-2AI	UT-BLK-0030	1	\$ 400.00
ET200SP-TM Count	UT-BLK-0031	1	\$ 353.85
Power module 1,5kW	UT-BLK-0032	1	\$ 753.85
Button panel KP8F	UT-BLK-0033	1	\$ 738.46

John R. Wald Company, Inc. 10576 Fairgrounds Rd. Huntingdon, PA 16652 1-800-221-9253 www.jrwald.com

Payment terms: 50% prepayment with order placement, 50% payment at shipment.

Disclaimer: The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published or redistributed without the prior written consent of UTAL Sp. z o.o. and John R. Wald Company, Inc.

ADDENDUM THREE QUESTIONS and ANSWERS

Date: October 31, 2019

To: All Bidders

From: Annette Walton/Nancy Storant, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number RFP Number 6152 Z1 to be opened November 18, 2019, at 2:00 P.M. Central Time.

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	Scope of Service	1	Page 1 of this section references the Pre-Proposal Conference Date of October 3, 2019. Is this accurate?	Please see the document "Request for Proposal Revised" posted on our website. http://das.nebraska.gov/materiel/purchasing/6152/6152.html
2.	Procurement Procedure	2, C, Activity 3	This section references the Pre-Proposal Conference Date of October 18, 2019. Is this accurate?	See Question 1.
3.	Questions 10/16/2019 Procurement Procedure c. Schedule of Events	2	Because the Optional Pre-Proposal Conference is on Friday, 10/18/2019 and the last day to submit written questions after Pre-Proposal Conference is Monday	Please see Addendum One for the Revised Schedule of Events posted on the website. http://das.nebraska.gov/materiel/purchasing/6152/6152.html

			10/21/2019, will the state consider extending the deadline for questions a few days so bidders have time to meet internally to develop questions that may arise after the pre-proposal conference?	
4.	Section II, Terms & Conditions O. Performance Bond	14	Will the performance bond amount be calculated on the first year deliverables separately from renewal years? A significantly larger bond amount will be needed in the first year, and smaller bonds in subsequent renewal years of the contract. Clarification is requested.	<p>Section II.O. PERFORMANCE BOND will be deleted and superseded with the following:</p> <p>The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for through final implementation of the blanking line, (Milestone 3). The amount of the bond must be equal to the amount bid for final implementation of the blanking line (Milestone 3). The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.</p>
5.	Section III. L. Site Rules & Regulations	23,24	Will laptop computers be allowed into the license plate facility for installation and programming of the blanking line?	Yes. Laptops will be allowed. They will require pre-authorization from the security office. A laptop with the ability to actively communicate would be treated like a cell phone and subject to the same approvals as a cellular device, security protocols and monitoring.
6.	Section III. L. Site Rules & Regulations	23,24	Will contractor tools be allowed to be secured and kept in the facility overnight?	Tools may be kept in the facility overnight if secured in a job box type enclosure and secured by at least two devices after inventory is validated.
7.	Section III. L. Site Rules & Regulations	23,24	What are the shop working hours available to the installation	The hours for work shall be 07:30 to 15:00.

	ns		technicians?	
8.	Section III. L. Site Rules & Regulations	23,24	Will a secure network/internet line be available for dedication to the blanking line for remote diagnostics and maintenance?	Yes a network port will be made available for use during installation and diagnostics. It will not be connected during day to day operation. When needed for diagnostics a network cable will be plugged in by the shop supervisor.
9.	Section III. L. Site Rules & Regulations	23,24	Are there any clothing restrictions for the installation technicians?	Clothing for technicians should follow the site visitation guidelines for modesty. Personal protective equipment should include eye and closed toe shoes
10.	Section V. B. Project Description and Scope of Work	28, item 3a	Choice A requires NO equipment to be moved, however, on page 31 of the same section, G. item 4 requires equipment to be relocated. Please clarify.	CSI has determined Choice A will be the only option available for installation. See 6152 Z1 Revision Two posted on the website.
11.	Section V. B. Project Description and Scope of Work	28, item 3b	Choice B requires current blanking line to be relocated into choice "B". Is this supposed to be Choice A? If choice B is chosen for the new equipment, is the contractor required to relocate, reassemble and return to function the existing equipment?	Please see question 10 Please see Question 10.
12.	Section V. C. Project Requirements	30, 1. a	What is the definition of "takt" time?	Takt time is the average time between the start of production of one unit and the start of production of the next unit.
13.	Section V. C. Project	30, 1. D	Please clarify what is required of the contractor in "processing of	The contractor shall be responsible for the submittal and management of any registration or warranty information requested by the equipment manufacturer and needed to facilitate warranty claims or work for the first year. The

	Requirements		all warranty information to the appropriate entity".	contractor is responsible for a 1 year umbrella warranty. Any items with a manufactures' warranty longer than 1 year shall be transferred to CSI at the end of the first year.
14.	Section V. E. Scope of Work	30, 1. A	Please provide detail dimensions of the finished blank sizes of passenger and motorcycle plates.	<p>Passenger plate are 6"x12" with ¼" rim. Corners have a 13/16 radius. ¼" diameter holes are placed 5/8" from the top and bottom and 2 ½" from the sides.</p> <p>Motorcycle plates are 4" x 7 inches. They are flat with no rim and have a corner radius of 13/16". 1/4" mounting holes are placed 5/8 from the top and sides.</p>
15.	V.B.3.	28	How does the State propose to evaluate between competing bids if one chooses Option A. with no relocation required of the existing line, and another Choice B where relocation would be required? Option B is clearly more expensive?	See Question 10. The evaluation committee will evaluate each response based on the Requirements of the RFP.
16.	V.B.3.	28	Does the State have a preference between Choice A and Choice B?	See Question 10.
17.	V. E. 2.	30	Equipment Items to Be Furnished and Specifications: - The list of equipment does not include a heating unit prior to the applicator unit. Heating of the aluminum prior to laminating the license plate sheeting to it is recommended by the sheeting manufacturer to ensure proper adhesion and	Bidders should include all of equipment is needed in order to meet the requirements of the RFP to provide a turn-key production line. This line shall produce license plates that meets the specification V.C.1. Utilizing 3M Series 922250E/9250T retroreflective sheeting.

			subsequent in field performance. Would the state Kindly confirm whether a heating unit will be required or not?	
18.	V. E. 2.	30	Equipment Items to Be Furnished and Specifications: - The list of required equipment does not include a slug collector/vacuum /blow off. Would the state please confirm whether this equipment is required, or not?	Please see question 17.
19.	V. E. 2.	30	The equipment list does not include an outfeed conveyor from the blanking press. Would the state please confirm whether an outfeed conveyor is required, or not?	Please see question 17.
20.	V. F. 2. b.	31	Codes and Environmental Issues: - Would you please confirm that UL certification will or will not be required for all components of the license plate blanking line?	Custom control panels shall conform to UL 508A or other similar nationally or internationally recognized safety standard. Self-certification is acceptable.
21.	V. B. 3. b.		Please provide the make model	De coiler: Copar Waymouth Serial number 48-18 Straightener – Copar Waymouth Serial Number C11738

			serial number and date of installation for equipment in the current blanking line, as this will be required for a proper assessment of the cost to move it.	<p>Laminator –Utsch/3M Registration – custom build 3M Blanking Press Johnson South Bend serial number 45-W-BG-AC</p> <p>These were all installed for use in the current production line in 2003. Individual equipment may be older or was used at the time.</p>
22.	V.B.4.c	29	<p>Will the successful vendor be allowed to bring their own tools on site for the blanking line installation?</p> <p>a) If yes, what will the process be to bring in tools?</p> <p>b) If yes, will a secure storage area be provided for tools left on-site after each installation day?</p> <p>c) If not, will the Nebraska State Penitentiary provide all necessary tools, and can the vendor request any specialist tools be on hand?</p>	<p>Outside tools may be brought in.</p> <p>Specific security procedures will be discussed with the awarded contractor.</p> <p>If contractor plans on leaving the tools inside the secured facility, they shall plan on providing a locked storage (Job Box)</p> <p>No.</p>
23.	V. B. 2. E	28	Please provide the capacity and reach of the	Forklift is rated at 4000 lbs. @ 24 inches and has 42 inch forks.

			forklift to be made available.	
24.	III.L.1.g.	24	Will the successful vendor's technicians be allowed to bring a laptop on site for diagnostic purposes for line set up and subsequent trouble shooting and maintenance, including when inmates are present? Although there is a request form to cover this. The assessment or likelihood of use needs to be established pre-bid to allow the correct proposal options to be included with the response.	Please see question 5.
25.	III.L.1.g.	24	Will electronic devices, such as an iPad with Facetime, be allowed into the prison for trouble shooting purposes during the installation, the one-year warranty period, and beyond?	Please see question 5.
26.	V. B. 2. g.	28	Please provide details of any weight restrictions for equipment to be delivered to the installation site without modifications to	<p>CSI does not have any calculated weight restrictions. The floor is 8" thick. No special handling was necessary for the current equipment installation.</p> <p>Many factors that affect load distribution like number of axels, dual or single tires, trailer or forklift configuration, affect the load concentration. A specific plan with load details and distribution is required during the final project planning phase.</p>

			the building.	
27.	V.C.1.a.	30	What are the estimated plate volumes to be manufactured on the blanking line per day, per week and per year?	<p>The plate line run rate is very cyclic. From a reissue year to off year the volumes vary dramatically. Section V.C.1.a requires 4000 plates per hour, and thus 4 million plates per year.</p> <p>As for overall wear and efficiency calculations CSI estimates an average of 2000 plates per hour, 18,000 per week and 1 million a year.</p>
28.	III.L	23	Please confirm the hours that the installation site will be available to the contractor.	Please see Question 7.
29.	V.E.1.b.	30	Please provide a scale drawing of the current aluminum blanks, both large and small. This is required to make an accurate determination of design costs.	CSI does not have a drawing at this time. Please see Question 14 for detailed dimensions.
30.	V.E.1.b.	30	Please provide the exact dimensions of the reflective sheeting to be laminated to the aluminum, and the core dimensions of reflective sheeting rolls to be used in the applicator.	The current sheeting is supplied in both 7" and 12" nominal widths. The slitting tolerance is plus 1/32" minus 1/16" with a 3 inch core.
31.	V.B.2.b.	28	<p>What are the current electrical specifications (Voltage, Amperage, Phase) of the existing blanking line?</p> <p>What is the amperage(S) available from</p>	<p>The current blanking line equipment operate on 230V 3 phase power. All machines for the line have approximately 75 amps load on the existing panel. Per section V.F.2.a.i.2, CSI will be responsible for all electrical drops to the equipment locations.</p> <p>Section V.B.2.b. has been deleted and superseded with the following:</p> <p>Electrical Power is available in single phase 120V, 3 phase 240, The main connection panel is located approximately 160 feet from the proposed line location. CSI will run electrical drops to the new location as needed.</p>

			the panel?	
32.	V.E.1.b.	30	What is the repeat distance of the graphic design on the pre-printed reflective sheeting?	The preprinted sheeting repeats at 5.970" to allow for stretch.
33.	V. B. 3. a. and b. and V. G. 4.	28	Is it the states intention to have two functioning blanking lines at the end of the project or just one new one?	This question is outside the scope of the RFP.
34.	V. B. 3. a.	28	<p>If the State only requires one functioning blanking line at the end of the project, would the State consider upgrading the current line.</p> <p>This could be achieved by just upgrading the stretch and register equipment to a newer electronic model. This would make the States blanking line sheeting agnostic, provided the other parts of the blanking line are owned by the State and are functional?</p>	<p>CSI does not want to upgrade the existing line.</p> <p>Not applicable.</p>

			Can the State confirm that it owns the entire blanking line with the exception of the stretch and register sheeting applicator?	Not applicable.
35.			When do you anticipate the photos taken during the site visit will be posted to the procurement portal?	Please see photos posted on the website under "Optional Pre-Proposal Meeting Registration Sheet".
36.	Attachment #2, V. Item #5 One (1) Blanking Press	Page 3 of 6	<p>The Requirement Matrix Specification referenced in the RFP appear to be from one equipment manufacturer from Europe.</p> <p>Will a Response submitted using proven equipment and method be accepted if meeting the basic specs of speed/quality and service level expected by Nebraska?</p>	Yes, please see section V.C.1
37.	Attachment #2, VI. Item #6 Three (3) Two Stage Compound Blanking Rimming die	Page 4 of 6	Will a Response submitted with one passenger die and a second set of cutting steels (piece of the die that needs to be	No CSI requires the ability to swap complete die sets.

			sharpened) meet the requirement of 2 passenger dies in this referenced section of the RFP?	
38.	Attachment #2, VI. Item #6 Three (3) Two Stage Compound Blanking Rimming die	Page 4 of 6	Is Nebraska's motorcycle license Plate Flat?	Yes Nebraska's motorcycle plate is flat.
39.	RFP 6152 Z1 Final Revision One, V. Project Description and Scope Of Work, b.	Page 28	"b .Electrical Power is available in single phase 120V, 3 phase 240, 3 phase 480 volts. The main connection panel is located approximately 160 feet from the proposed line location." Please confirm all 3 forms of electrical power are available: single phase 120V, 3 phase 240, 3 phase 480 volts.	Please see Question 31.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

ADDENDUM TWO, REVISED SCHEDULE OF EVENTS

Date: October 18, 2019

To: All Bidders

From: Annette Walton / Nancy Storant, Buyer
AS Materiel Purchasing

RE: Addendum for RFP Number 6152 Z1 to be opened November 7, 2019 at 2:00 p.m. Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY		DATE/TIME
1.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	October 28, 2019 October 25, 2019 October 31, 2019
2.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 12, 2019 November 7, 2019 November 18, 2019 2:00 PM Central Time
3.	Review for conformance to solicitation requirements	November 13, 2019 November 7, 2019 November 22, 2019
4.	Evaluation period	November 14, 2019 through November 20, 2019 November 8, 2019 through November 15, 2019 November 22, 2019 Through Dec 6, 2019
5.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
6.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 6, 2019 November 30, 2019 December 20, 2019
7.	Contract finalization period	December 6, 2019 November 30, 2019 Through December 30, 2019 December 20, 2019
8.	Contract award	January 2, 2020 January 11, 2020

ACTIVITY		DATE/TIME
9.	Contractor start date	January 11 ,2020 January 2, 2020

This addendum will become part of the proposal and should be acknowledged with the RFP.

ADDENDUM ONE, REVISED SCHEDULE OF EVENTS

Date: October 18, 2019

To: All Bidders

From: Annette Walton / Nancy Storant, Buyer
AS Materiel Purchasing

RE: Addendum for RFP Number 6152 Z1 to be opened November 7, 2019 at 2:00 p.m. Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY		DATE/TIME
1.	Last day to submit written questions after Pre-Proposal Conference	October 21, 2019 October 23, 2019
2.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	October 25, 2019 October 28, 2019
3.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 7, 2019 November 12, 2019 2:00 PM Central Time
4.	Review for conformance to solicitation requirements	November 7, 2019 November 13, 2019
5.	Evaluation period	November 8, 2019 November 14, 2019 through November 20, 2019 November 15, 2019
6.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
7.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	November 30, 2019 December 6, 2019
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9.	Contract award	January 2, 2020
10.	Contractor start date	January 2, 2020

This addendum will become part of the proposal and should be acknowledged with the RFP.

**State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:

Name: State Purchasing Bureau
Address: 1526 K St. Ste. 130
City/State/Zip: Lincoln, NE 68508
Phone: 402-471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 6152 Z1	September 27, 2019
OPENING DATE AND TIME	PROCUREMENT CONTACT
November 7, 2019, 2:00 P.M. Central Time	Annette Walton / Nancy Storant

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6152 Z1 for the purpose of selecting a qualified bidder for Purchase, Installation, and Maintenance of a new License Plate Blanking Line. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be six (6) years commencing upon execution of the contract by the State and the bidder. The Contract includes the option to renew for two (2) additional three (3) 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.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

An optional Pre-Proposal Conference will be held on October 18, 2019, from 8:00 am – 10:30 am at Nebraska State Penitentiary License Plate Shop, 4201 S 14th St, Lincoln, NE 68502

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the awarded bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidder 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 PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE 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, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation 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 proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation 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 proposals and responses to the solicitation, awards, and other documents.

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GLOSSARY OF TERMS

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

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

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

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

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

Bidder: A vendor who submits a proposal in response to a written solicitation.

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

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

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

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

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

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

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 administration of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

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

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 services provided by the 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 bidder'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 proposals (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 solicitation, or contract, are completed.

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

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals. See also Non-responsive Proposal.

Late Proposal: 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 vendor 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 Mandatory/Must and Shall/Will/Must.

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

Non-responsive Proposal: A bid that does not conform to the requirements of the Request for Proposal.

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 proposals.

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): The State of Nebraska's 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-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 Logic Control (PLC): A type of equipment controller that uses commands to control outputs.

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

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

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

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves 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 a solicitation or resultant contract, brought by a bidder who has submitted a proposal 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 Proposal 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.

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 Proposal (RFP): 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 proposal 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 Contractor, or market conditions.

Sole Source – Services: 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.

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

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

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

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

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

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

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or 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 or service.

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

Vendor: An individual or entity lawfully conducting business in the State.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

BOM – Bill of Material

COI – Certificate of Insurance

CSI – Cornhusker State Industries

DAS – Department of Administrative Services

NDCS – Nebraska Department of Correctional Services

PLC – Program Logic Control

RFI – Request for Information

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified bidder who will be responsible for Purchase, Installation, and Maintenance of a new License Plate Blanking Line at a competitive and reasonable cost. Terms and Conditions, Project Description, Scope of Work, and Proposal instructions may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Annette Walton / Nancy Storant, Buyer(s)
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release Solicitation	September 27, 2019
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference and submit Attachment One - Personal Information for Security check form DCS-A-per-002-pc to: as.materielpurchasing@nebraska.gov	October 11, 2019
3.	Optional Pre-Proposal Conference Location: Nebraska State Penitentiary 4201 S 14 th St Lincoln, NE 68502	October 18, 2019 From 8:00 am to 10:30 am CT
4.	Last day to submit written questions after Pre-Proposal Conference	October 21, 2019
5.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	October 25, 2019
6.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 7, 2019 2:00 PM Central Time
7.	Review for conformance to solicitation requirements	November 7, 2019
8.	Evaluation period	November 8, 2019 through November 15, 2019
9.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
10.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	November 30, 2019
11.	Contract finalization period	November 30, 2019 Through December 30, 2019
12.	Contract award	January 2, 2020
13.	Contractor start date	January 2, 2020

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6152 Z1; License Plate Blanking Line Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

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

Solicitation Section Reference	Solicitation Page Number	Question

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

E. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held per the Schedule of Events. Attendance at the pre-proposal conference is optional. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the solicitation requirements. Questions that have a material impact on the solicitation or process, and questions that are relevant to all bidders, will be answered in writing and posted at <http://das.nebraska.gov/materiel/purchasing.html>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions that do not impact the solicitation or process, and are only of interest to an individual bidder during the conference. If a bidder feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

F. NOTICE OF INTENT TO ATTEND PRE-PROPOSAL CONFERENCE

Bidders must notify the POC of their intent to attend by submitting a "Mandatory Notification of Intent to Attend the Pre-Proposal Conference Form" (see Form B) and Attachment One Personal Information for Security Check NCDS form DCS-A-per-002-pc by hand-delivery, U.S. Mail, or email at as.materielpurchasing@nebraska.gov.

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

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact 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 complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

H. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, 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 proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

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

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

I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

J. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Point of Contact". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label including the RFP number, should appear on the face of each container or bidder's proposal response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence. The State will not furnish packaging or sealing materials. It is the bidder's responsibility to ensure the solicitation is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

The Request for Proposal form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the bidder's Request for Proposal along with any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

It is the responsibility of the bidder to check the website for all information relevant to this Request for Proposal to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>.

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

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this solicitation.

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections and be referenced in the text by the number within the section, and should be placed as close as possible to the referencing text.

THE STATE'S COST SHEET PROPOSAL AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

K. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this solicitation, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this solicitation.

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

M. PROPOSAL CORRECTIONS

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

N. LATE PROPOSALS

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

O. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting bidder, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released. (See RFP signature page for further details) bidder may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Attachment Two – Requirements Matrix;
6. Bidder Requirements
7. Draft Project Plan and
8. Completed State Cost Proposal Template.

Q. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

R. EVALUATION OF PROPOSALS

All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
 - a. The ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the solicitation;
 - b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. The quality of vendor performance on prior contracts;
2. Technical Approach;
 - a. Completed Attachment Two – Requirements Matrix;
 - b. Bidder Requirements
3. Draft Project Plan and,
4. Cost Proposal.

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder.

Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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

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

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

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

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

Evaluation criteria will be released with the solicitation.

S. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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

T. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder

should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

U. REFERENCE AND CREDIT CHECKS

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

V. AWARD

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

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

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

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

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

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

W. 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 proposal. 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.

X. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first six (6) years of the contract. Any request for a price increase subsequent to the first six (6) years of the contract shall not exceed five (5) percent (5 %) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

Y. COST CLARIFICATION

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

Z. ALTERNATE/EQUIVALENT PROPOSALS

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

AA. LUMP SUM OR "ALL OR NONE" PROPOSALS

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 proposal on an "all or none" or "lump sum" basis, but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and bidder declines to accept award on individual items; a "lump sum" proposal is one in which the bidder offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

BB. EMAIL SUBMISSIONS

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

CC. REJECTION OF PROPOSALS

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

DD. 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. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder should read the Terms and Conditions and should 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. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. 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 proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

The bidder should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. 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 Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

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

A. GENERAL

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

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

- 1. Request for Proposal and Addenda;
- 2. Amendments to the solicitation;
- 3. Questions and Answers;
- 4. Bidder's proposal (Solicitation and properly submitted documents);
- 5. The executed Contract and Addendum One to Contract, if applicable; and,
- 6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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 of Nebraska.

B. NOTIFICATION

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

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 five (5) calendar days following deposit in the mail.

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. NOTICE BUYER'S REPRESENTATIVE

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

D. GOVERNING LAW (Statutory)

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

E. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 solicitation. 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 Contractor shall prepare a written description of the work required due to the change and 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 proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal 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.

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

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

H. VENDOR PERFORMANCE REPORT(S)

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

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR 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 and protections.

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 third party 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 (Optional)

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 solicitation.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska 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 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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.

- 5.** The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

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

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

O. PERFORMANCE BOND

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

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for through final implementation of the blanking line, (Milestone 3). The amount of the bond must be equal to the amount bid for final implementation of the blanking line (Milestone 3). The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract

P. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

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

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

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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. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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.

R. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 grant 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.

S. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

T. EARLY TERMINATION

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

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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, in 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.

U. CONTRACT CLOSEOUT

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

Upon contract closeout for any reason the Contractor shall within 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; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal 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 Solicitation 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 proposal 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.

All personnel assigned by the Contractor to the contract 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 should be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal 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 subcontractor 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

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. 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 Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US 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.
4. 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 of Nebraska, 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 to 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 and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 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 Solicitation 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 execution 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. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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/Acord 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 within 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 contractors' 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 of Nebraska, 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		
COMMERCIAL GENERAL LIABILITY		
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
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
Abuse & Molestation		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
COMMERCIAL AUTOMOBILE LIABILITY		
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
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence
CYBER LIABILITY		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency Cornhusker State Industries
Attn: Business Manager
Address 800 Pioneers Blvd
City, State, Zip Lincoln, NE 68502

These certificates or the cover sheet shall reference the RFP 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 the contract manager as listed above 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.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

I. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

J. CONFLICT OF INTEREST

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

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

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

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

K. STATE PROPERTY

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

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

L. SITE RULES AND REGULATIONS

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

1. NDCS SECURITY

- a. CONTRACTOR'S personnel shall be subject to Nebraska Department of Correctional Services' (NDCS) background security checks prior to their arrival on site, and will carry proper identification with them at all times while on facility grounds. Please see Attachment One Personal Information for Security Check NDCS form DCS-A-per-002-pc
- b. CONTRACTOR shall provide a list of personnel commitments and their information prior to the start of the contract. The list of personnel shall not be changed without the prior written approval of NDCS. Replacement of key personnel, if approved by NDCS, shall be with personnel of equal or greater ability and qualifications.
- c. CONTRACTOR shall make its employees aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an inmate or parolee if such person subjects an inmate or parolee to sexual penetration or sexual contact, because an inmate or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' inmates. CONTRACTOR will promptly notify NDCS if allegations of sexual abuse or contact become known.
- d. CONTRACTOR shall make his/her employees aware of the Nebraska Department of Correctional Services, Policy 112.31 (Code of Ethics and Conduct). Please see Attachment Four – Administrative Regulation 112.31. CONTRACTOR may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct). Please see Attachment Three - Receipt of Rules.
- e. CONTRACTOR shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in CONTRACTOR'S locked vehicle while on NDCS-owned or controlled property.

- f. CONTRACTOR'S personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
- g. Wireless devices and/or cellular phones are prohibited at NDCS facilities unless prior approval is given. If wireless devices are necessary for use on site at NDCS, CONTRACTOR will seek prior approval to carry such devices by requesting the Cellular Device Institutional Use Report form. All persons are prohibited from providing a cellphone/electronic communication device to an inmate of any facility, per PD 104.06. Please see Attachment Five – Cellular Device Institutional Use Request and Attachment Six – Administrative Regulation 104.06 Computer Equipment Telephone Usage.

M. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. DISASTER RECOVERY/BACK UP PLAN

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

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

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

P. WARRANTY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The 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 Solicitation 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.

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

Accounts Payable Contact: (402) 479-5715

Invoices may be emailed to: DCSAccountsPayable@nebraska.gov

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 Solicitation Response (Initial)	NOTES/COMMENTS:

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

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the 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 goods and 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 (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' 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. Under no circumstance will the 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.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.05%) 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. PROJECT DESCRIPTION AND SCOPE OF WORK

The Contractor should provide the following information in response to this solicitation.

A. PROJECT OVERVIEW

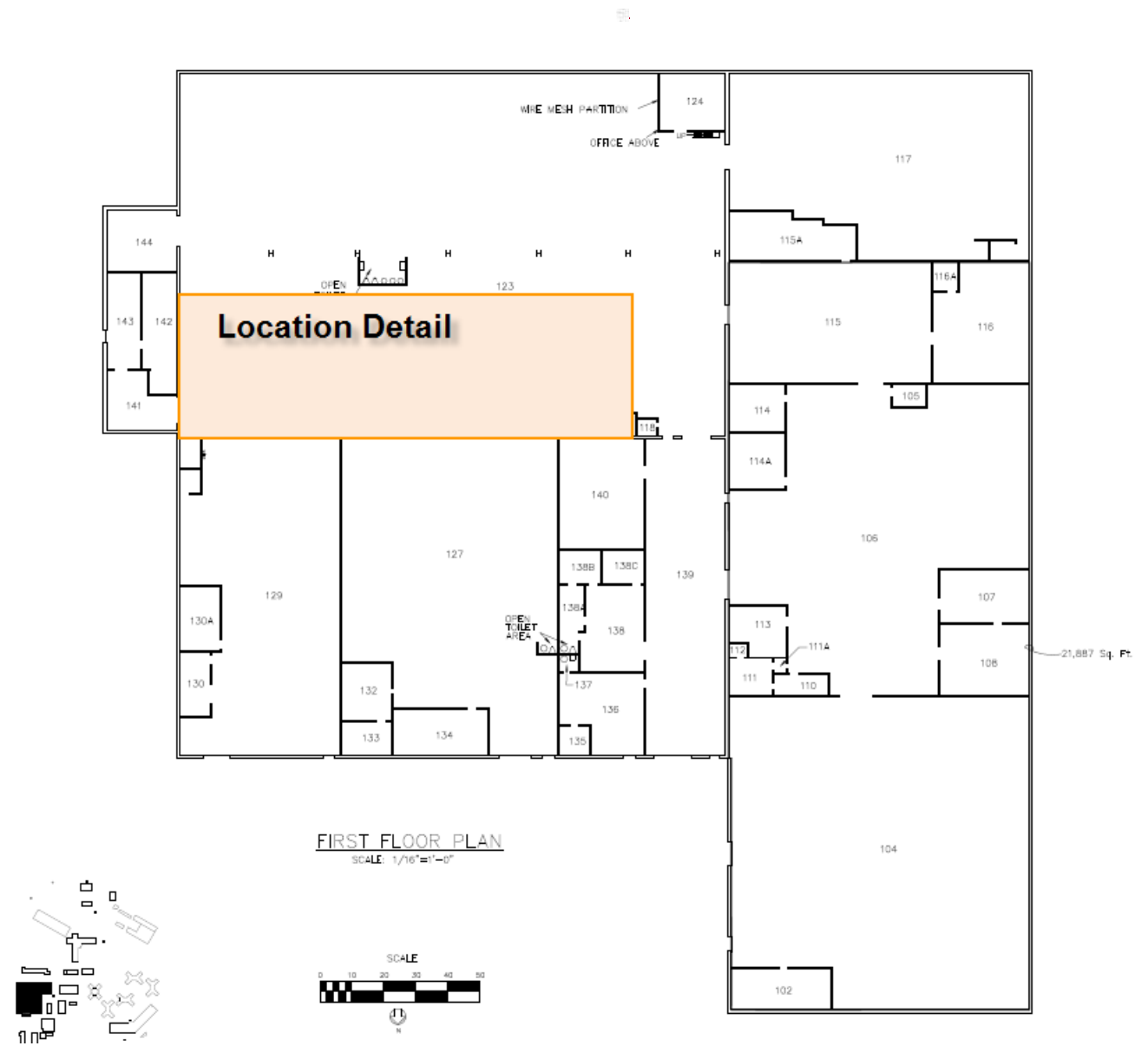
This solicitation shall cover all materials, equipment, installation, maintenance and relocation of old equipment that shall be required to implement a License Plate Blanking Line. This system shall be defined as a group of machines that handles the raw aluminum material through de-coiling, laminating and plate finishing.

B. PROJECT ENVIRONMENT

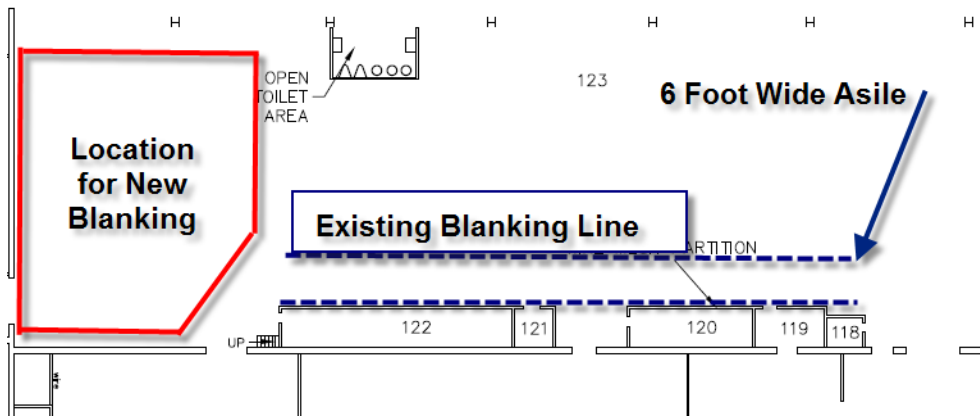
The blanking line will be located within the License Plate Shop on the secure side of the Nebraska State Penitentiary in Lincoln, NE. The Contractor should expect minimal supervised contact with incarcerated individuals.

1. The existing blanking line may be viewed at https://www.youtube.com/watch?v=EyQLZaPh_tQ
2. Standard Utilities and working conditions in the License plates shop include:
 - a. Compressed air at 120 PSI line pressure with enough system head room to supply approximately 20 CFM.
 - b. Electrical Power is available in single phase 120V, 3 phase 240V, ~~3 phase 480 volts~~. The main connection panel is located approximately 160 feet from the proposed line location. CSI will run electrical drops to the new location as needed
 - c. The floor is approximately 8 inch thick concrete slab with some unspecified area(s) of reinforced foundation.
 - d. The work area is heated however it is not air conditioned.
 - e. A 4000# @ 24 inch electric forklift is available for onsite use.
 - f. The ceiling height is 14 feet
 - g. The building has doors that are 9 feet 9 inches wide by 12 feet tall
 - h. Aisle ~~are is~~ 6-4 feet clear access to move equipment in.
3. There ~~are two~~ is one choices for new equipment installation and layout location. See Table 1 Building Floor Plan.
 - a. ~~Choice A -- 30' 42"3" x 51'45'~~ open area to place the new line. This location will not require any current equipment relocation.
 - b. ~~Choice B -- Existing blanking line has 18'x50' foot print as outlined on Floor plan sketch. This will require existing equipment relocation into the choice B area by the contractor and approved plans to minimize manufacturing downtime.~~

Table 1. Building Floor Plan



Building Detail



Location detail

4. All work is to be completed under the institution security policies in effect at that time See Section 111.L Site Rules and Regulations. This may include:
 - a. All contractor personnel subject to background checks, Security office approvals and searched prior to entry into the facility.
 - b. All Trucks and equipment must enter a security gate 16 feet wide by 13 feet tall and any additional motorized equipment must be moved outside the security fence at the end of each work day.
 - c. All tools shall be inventoried and secured each day.

C. PROJECT REQUIREMENTS

The purpose of this RFP is to procure the turn key, (design, manufacture and installation) of a new License Plate Blanking Line. This manufacturing line shall use the raw materials currently used by CSI license plate manufacturing shop. The equipment identified below contains minimum specifications required. If bidder has alternative equipment that can perform the functions to the same standard, the bidder should submit a response with details to support the assertion. The technical approach shall establish the ability of the Contractor to use raw materials provided by the State. The Contractor shall include detailed specifications for each piece of equipment of the License Plate Blanking Line. Contractor shall be totally responsible for all engineering and integration requirements; relocation of current blanking line installation of all new equipment and accessories, production data and services to end with a functioning manufacturing line with mutually agreeable timeline for interruption of production.

Contractor shall be responsible for the procurement and delivery of all equipment and appropriate accessory items necessary for a complete manufacturing line, functional for its intended use and approved by CSI. This design and installation service by the Contractor shall be in cooperation with Cornhusker State Industries (CSI).

Final Payment shall be due upon CSI final written approval and after meeting the following requirements per the Prompt Payment Act:

1. At the conclusion of work the License Plate Blanking line shall produce:
 - a. A takt time of 4000 plates per hour of either motorcycle and/or automotive size laminated license plates;
 - b. With no defects or flaws in the final product
 - i. Examples of specific defects that are not acceptable are: scratches, bubbles, delamination of the printed material, stretch marks, and sharp edges or burrs;
 - c. All mounting and utility connection materials shall be included for hook-up to CSI's distributed utilities;
 - d. Contractor shall ensure processing of all warranty information to appropriate entity;
 - e. Manufacturing line documentation including, but not limited to: equipment manuals, final blueprints, operator instructions, troubleshooting guides, replacement parts lists, firmware and software backups, suggested replacement parts stock lists, preventative maintenance instructions, maintenance item specifications must be kept up to date on a quarterly basis;
 - f. Warranty and support contact list must be provided; and,
 - g. All onsite training must be complete prior to final approval.
 - i. The setup and operation process shall be repeatable with at least three different detail operators as part of the approval.
 - ii. Initially trained individuals must be able to train future workers.

D. BUSINESS REQUIREMENTS

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.

E. SCOPE OF WORK

1. **Project Parameters:**
 - a. Sites/Facilities:

Nebraska State Penitentiary
License Plate Facility
14th and Pioneers Blvd.
Lincoln, NE 68542-2500

- b. Industry/Products to be manufactured:
- Passenger Size, nominal 6"x12" license plates
Motorcycle Size, nominal 4"x7" license plates

2. Suggested Equipment Items to Be Furnished and Specifications

No.	Qty.	Description
1	1	Horizontal Pallet Decoiler
2	1	Stock Straightener
3	1	Applicator System
4	1	Registry Feed System
5	1	Blanking Press
6	3	Two Stage Compound Blanking Die
7	1	Main Control System

The above equipment is suggested, but bidders should include all of equipment is needed in order to meet the requirements of the RFP to provide a turn-key production line. This line shall produce license plates that meets the specification V.C.1., utilizing 3M Series 922250E/9250T retroreflective sheeting.

The equipment and accessories required above should conform to the specifications and shall be provided complete including freight, FOB Destination, to the plant site. Equipment proposed shall be the latest current models in production as of the date of the solicitation and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below.

Two sets of operation and parts manuals for each piece of installed equipment shall either be collated into binders and provided to the industry supervisor or provide copies of printable electronic manuals

Warranty from the Contractor for all equipment, materials, and workmanship shall be a minimum of one (1) year with warranty period starting at the completion of equipment installation.

Replacement parts shall be readily available for a min of 12 years after the warranty expiration.

F. BIDDER REQUIREMENTS:

The Contractor shall be responsible for the coordination of this entire project: engineering, equipment/accessories, installation, and production services (such as training, start-up, troubleshooting, service, maintenance). The following information should be submitted by the bidder for evaluation. Any proprietary or confidential documentation should be submitted as outlined on the first page of this document.

1. Provide Draft Project Plan with proposal for evaluation of the following:
2. Design/Development Services:
 - a. Facilities & Equipment
 - i. Building Preparation - The bidder shall thoroughly review all details for building preparation, including, but not limited to: building structure, floor construction, electrical, compressed air, gas and water, as required.
 - 1). Based on the proposed equipment, bidder shall provide within their proposal a list of all necessary preparations that CSI should make or modification that will need to be made to the building prior to delivery and installation by the Contractor.
 - 2). CSI will be responsible for all building infrastructure modifications and these cost should NOT be included in the bidders response.
 - ii. Custom Equipment Design -Complete detailed design of custom equipment as required. Proposal should include a detailed blueprint of the equipment as designed. If not included within the proposal, bidder will be required to provide within five (5) business days of a written request by DAS.

- iii. Installation Drawings -Layout drawing(s) should be provided to CSI to assist in the review of equipment installation. Information should include utility connections, assembly and mounting details.
- iv. Estimated installation timeline, ~~including relocation of existing line~~, installation, implementation, and training of operators, etc. of new line, including estimated timeline for interruption of production.
- b. Codes and Environmental Issues
Contractor shall design and install all equipment in accordance following all applicable codes. Examples might be National Electrical Code, National Fire Protection Association Standards, OSHA, and applicable building code.

3. Complete and return Attachment Two – Requirements Matrix.

G. **PERFORM IMPLEMENTATION – INSTALLATION SERVICES**

The Contractor shall be responsible to provide supervision, labor, rigging and transportation services as necessary to install the new equipment, including but not limited to:

- 1. Personnel to properly assemble/install all new industrial equipment and accessories.
- 2. Contractor's personnel shall conduct operational tests to ensure the equipment is operating in the intended manner. The Contractor's personnel shall be thoroughly qualified and experienced in the type of work and the environment in which the work is to be performed. Any personnel working or delivering to the job site will be required to submit Attachment One Personal Information for Security Check NCDS form DCS-A-per-002-pc
- 3. The Contractor shall be responsible to make repairs, and restore the building and/or facilities to original condition, and for any damage that results from installation of Contractor-installed equipment and relocation of current equipment.
- 4. ~~To minimize plate production downtime the Contractor will be required to relocate the existing License Plate production line to a new location within the shop to facilitate the new equipment installation. Contractor shall coordinate new equipment installation and existing equipment operation to minimize disruption of manufacturing capabilities.~~

H. **PROVIDE POST IMPLEMENTATION SUPPORT**

- 1. The Contractor shall provide CSI with the following data and services to assist in the start-up of operations, ensuring satisfactory implementation of the project:
 - a. Manuals - Two complete sets of operation, PLC logic program files and parts manuals shall be provided for all Contractor provided equipment. Manuals should be bound in a heavy-duty three-ring binder with equipment indexed according to the specifications and drawings, or a printable electronic copy may be acceptable.
 - b. Training: Technical Services (Equipment) -After the completion of the installation, the Contractor shall provide technical supervision for a period of three (3) man days (8 hour business day) to train the CSI's personnel and detail workers in the operation and maintenance of the new equipment.
 - c. If, at end of the designated training period, additional training is required, the Contractor shall provide the necessary services as needed at their standard rates.
- 2. The Contractor shall provide unlimited telephone technical support as required for the duration of the contract. Telephone support shall be available Monday thru Friday 7am-5pm CT. Calls shall be returned per the CSI Emergency Response Levels listed in Attachment Two.

I. **DELIVERABLES**

Final Project Plan will be due 60 calendar days after award of contract. Final Project Plan must be signed off by both parties.

- 1. **Milestone One:**
60 calendar days after award of contract, Contractor shall provide the Final Project Plan to CSI for final approval including but not limited to:
 - a. Detailed Project Work Plan
 - i. Final Layout Blueprints
 - ii. Equipment
 - 1). Final Detailed List (Manufacture Make and Model)
 - 2). Equipment Installation Plan
 - a). Infrastructure Requirements
 - 3). Construction Schedules and Milestone(s)
 - 4). Firmware Management Plan
 - 5). Utility Requirements

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:
 - 1). The time period of the project;
 - 2). The scheduled and actual completion dates;
 - 3). The bidder's responsibilities;
 - 4). For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - 5). Each project description should identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the

team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i.** name, address, and telephone number of the subcontractor(s);
- ii.** specific tasks for each subcontractor(s);
- iii.** percentage of performance hours intended for each subcontract; and
- iv.** total percentage of subcontractor(s) performance hours.

2. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

- a.** Attachment Two - Requirements Matrix;
- b.** Bidder Requirements; and
- c.** Draft project work plan.

Form A
Bidder Point of Contact
Request for Proposal Number 6152 Z1

Form A should be completed and submitted with each response to this solicitation. 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 Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder should 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. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Form B
Notification of Intent to Attend Pre-Proposal Conference
Request for Proposal Number 6152 Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	

The “Notification of Intent to Attend Pre-Proposal Conference” form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), hand delivered or US Mail by the date shown in the Schedule of Events.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 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 Solicitation.

____ 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.

____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	

ATTACHMENT ONE

NEBRASKA

Good Life. Great Mission.

DEPT OF CORRECTIONAL SERVICES

Personal Information for Security Check

To maintain a safe and secure environment, the NDCS may conduct security checks prior to and periodically throughout an individual's employment or affiliation with the NDCS. A conviction does not automatically bar an individual from entering a facility or from employment. Each case will be considered individually. **All information on this document is required (if not applicable, please indicate "N/A").** If you omit any information from this form you may be disqualified from entrance to a facility or employment. **PLEASE READ FULLY AND PRINT LEGIBLY IN INK.**

Please indicate the appropriate reason for requesting entrance into a facility.

List position title and facility: _____

☐ Contractor ☐ NDCS Employment ☐ Volunteer ☐ Clergy ☐ Intern ☐ Temp/SOS ☐ PREA

PRINT NAME

(Last Name, First Name, Middle Initial)

Date of Birth

Month/Day/Year

Social Security Number

Other Names Used (e.g. aliases, former names, etc.)

Driver's License Number

/

State

If no driver's license, please enter your state ID.

State ID number

/

Expiration Date

Place of Birth (City, State or Country)

Legal Gender

Race

Height

'

"

Weight

lbs.

Eyes

Hair

List all previous states or countries of residence: _____

Current Address:

Street Address

City

State

Zip

Please provide all current phone numbers and e-mail addresses (business and personal):

Home: ()

E-mail addresses: _____

Cell: ()

Other: ()

ATTACHMENT ONE

1. Are you currently or have you ever been in contact with any Nebraska Department of Correctional Services inmate (current or former) by way of phone, facility visit, or email? ☐ Yes ☐ No If yes, provide name, facility and relationship to you:

2. Are you or have you ever been affiliated with a gang/security threat group(s)? ☐ Yes ☐ No If yes, provide group name and your affiliation: _____

3. Have you ever engaged in sexual abuse in prison, jail, lockup, community confinement facility (a locked facility, part or all of the day), juvenile facility, or other institution? ☐ Yes ☐ No If yes, please provide an explanation: _____

4. Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse? ☐ Yes ☐ No If yes, please provide an explanation: _____

5. Have you ever been civilly or administratively adjudicated to have engaged in the activity described in question 3 or 4? ☐ Yes ☐ No If yes, please provide an explanation: _____

6. Have you ever had any substantiated allegations of sexual harassment made against you in a prison, jail, lockup, community confinement facility or other institution? ☐ Yes ☐ No If yes, please provide an explanation: _____

7. Have you ever had any substantiated allegations of sexual harassment made against you in the community? ☐ Yes ☐ No If yes, please provide an explanation: _____

I hereby certify that all information I have entered on this form is accurate and complete. I understand and agree that the NDCS may use information on this form to conduct security checks prior to and periodically throughout my employment or affiliation with the NDCS. I understand that failure to disclose or fully disclose the requested information may be grounds for disqualification of my application or termination of my employment.

Signature

Date

PRINT NAME

ATTACHMENT ONE

OFFICE USE ONLY	
<p>HR Site Contact: _____</p> <p>Date Submitted: _____</p> <p>NCIC Processed By: _____</p> <p>DMV Processed By: _____</p> <p>NCJIS Processed By: _____</p> <p>NCIC/NCJIS Reviewed By: _____</p> <p>Date Reviewed: _____</p> <p><input type="checkbox"/> APPROVED</p> <p><input type="checkbox"/> DENIED</p> <p>HR Site Contact Notified: _____</p> <p>HRIS Entry: _____</p>	<p>To be checked at facility/program:</p> <p><i>Check only if New Hire, Intern, SOS temp, Health Services Contractor, or Volunteer.</i></p> <p>Inmate Phone List <input type="checkbox"/></p> <p>Inmate Visitor List <input type="checkbox"/></p> <p>Inmate Email <input type="checkbox"/></p> <p>Approval <input type="checkbox"/> Disapproval <input type="checkbox"/></p> <p>Comments: _____</p> <p>_____</p> <p>Intel Captain/ Designee:</p> <p>_____</p> <p>Signature _____ Date _____</p>
<p>Comments/Justification:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>NDCS Company Hire Date: _____</p> <p>PREA Indicator</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes, Date: _____</p> <p>Comments: _____</p> <p>_____</p> <p>Emergency Management Services review:</p> <p>Signature _____</p> <p>Date _____</p> <p>Legal review:</p> <p>Signature _____</p> <p>Date _____</p>
<p>Project:</p> <p>Project #:</p>	<p>Project Location:</p> <p>Contractor:</p>

Attachment Two Requirements Matrix Request for Proposal Number 6152 Z1

Firm Name: _____

Bidders are instructed to complete a Requirements Matrix for a License Plate Blanking Line. Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Business Requirement. The State requires the bidder to describe "how" the components they are bidding will achieve success on this contract. Bidders should not infer that the absence of detailed requirements means that the State does not consider a specific area or activity important or unnecessary. The State requires the bidder to propose solutions and services that meet the State's requirements.

The requirements matrix is used to document and track the requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The Contractor will be responsible for maintaining the contract set of Baseline Requirements.

The matrix should indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. The State will consider any such response to the requirements in this RFP to be non-responsive and the bid may be rejected. The narrative should provide the State with sufficient information to differentiate the bidder's solution from other bidders' solutions.

I. ITEM 1 - ONE (1) - HORIZONTAL PALLET DECOILER

- A. The de-coiler shall be designed to stage and process aluminum coils at a minimum of 5" wide to 12.125" wide and from 0.018" to 0.032" thick, stored on pallets.
- B. Motor driven table capacity shall be nominally 60" diameter x 6000 pound minimum load with a maximum stack height of 37".
- C. The machine should be suitable for front or side loading.
- D. The machine should incorporate numerous features (dancer arm, material sensors, heavy duty control arm roller, automatic acceleration and deceleration controls, independent controls for payoff speed and dancer sensitivity, core expander, etc.) to eliminate jerking and edge damage.
- E. To minimize damage to raw materials, polyurethane (or equivalent) coatings should be incorporated to reduce material damage as it is processed.
- F. Unit should be configurable for clockwise or counterclockwise rotation and Right-to-Left or Left-to-Right operation.

Proposal Instructions: Item #1
Explain how the equipment being bid meets each of these specifications. Bidder should submit detailed specifications, drawings and/or literature that shows how the equipment meets these specifications. Describe any additional or alternative specifications in detail. Describe the utility requirements of the equipment.
Bidder Response:

II. ITEM 2- ONE (1) STRAIGHTENER, POWER DRIVEN, 12"

- A. The straightener should be a power-driven, cabinet-mounted unit designed for straightening coil stock.
- B. The machine shall have the capability to straighten coil stock of up to approximately 12" wide with a thickness capacity of approximately .018"-.125".
- C. To ensure best quality, a minimum of seven individually adjustable hardened and ground straightening rolls with a minimum diameter of 2" should be incorporated.
- D. At the exit of the straightener, a free stock storage loop should control the modulating drive motor to regulate feed between straightener and applicator using position sensing components to detect loop position.
- E. Controls for forward and reverse travel as well as end of aluminum detector to stop the unit in the event material supply is empty shall be included.
- F. Machine guarding shall protect all pinch points.

Proposal Instructions: Item #2

Explain how the equipment being bid meets each of these specifications. Bidder should submit detailed specifications, drawings and/or literature that shows how the equipment meets these specifications. Describe any alternative specifications in detail. Describe the utility requirements of the equipment..

Bidder Response:

III. ITEM 3 - ONE (1) GRAPHIC LICENSE PLATE APPLICATOR

- A. This unit should be preassembled on a structural frame and designed to be integrated into a new or existing license plate blanking system for the purpose of applying plain or graphic reflective sheeting to aluminum substrate for passenger or motorcycle plates.
- B. The applicator shall be designed to permit the application of reflective sheeting in rolls at least 200 yards long, with a minimum width of 6.75" to a maximum width of 13" and wound on either 3" or 6" I.D. cores as required to be consistent with the reflective sheeting materials used.
- C. The laminating machine shall be equipped with either a 3" or 6" diameter expansion mandrel to allow quick and safe set-up.
- D. This machine should be capable of stretching the preprinted reflective sheeting from 1 - 2%" at a fixed repeat spacing using a variety of tension modes and other control features as required to ensure the best possible quality of the finished license plates:

1. Operation modes

- a. The line is desired to be run in either an auto run mode or manual mode
 - i. Automatic Mode
In this mode, tension is automatically controlled based on measured distance between registration marks using an optical sensor and PLC software.
 - ii. Manual-Stretch Mode
In this operating mode, tension is constantly adjustable as a percentage of full tension which allows the tension to be constant independent from the winding diameter of the remainder of the coil.
- b. The applicator / graphic laminator must be capable of a variety of program capabilities and shall be capable of automatic guiding edge control with the ability to adjust lamination to the middle, or to the left or right edge of the aluminum strip if required. All necessary parameter adjustments shall be accomplished through a central operator control panel.

2. Basic Parameters

- a. These items are listed as basic requirements necessary to facilitate installation with existing infrastructure and are listed to simplify implementation.
- b. Maximum laminator speed approximately 0.7 meters/second
- c. Maximum laminating width 13"
- d. Compressed air supply 90 to 120 PSI
- e. In feed loop control included
- f. Out feed loop control included
- g. IEC 61131-3 PLC controlled
- h. Warning indicators

3. Storage Loop

Between the laminator and roll feeding device, a storage loop control system should control the amount of material in the buffer loop to avoid stopping the laminating process during the cut cycle in the blanking press. The height of the loop is continuously measured by a contactless sensor to automatically synchronize the speed for a smooth material output from the laminator. A heavy duty servo controlled drive system automatically regulates the output speed to match demand, providing smooth delivery of material to the roll feed system.

Proposal Instructions: Item #3

Explain how the equipment being bid meets each of these specifications. Bidder should submit detailed specifications, drawings and/or literature that shows how the equipment meets these specifications. Describe any alternative specifications in detail. Describe the utility requirements of the equipment.

Bidder Response:

IV. ITEM 4 - ONE (1) GRAPHIC REGISTRY SERVO FEED SYSTEM

- A. The Servo Driven Electronic Roll Feeding device is recommended to ensure proper positioning of the laminated strip into the blanking press.
 - 1. This shall be a field-proven, microprocessor controlled system capable of operating at speeds up to approximately 1 meter per second and must coordinate with the blanking press.
 - 2. Footage and plate counter options should also be included.

Proposal Instructions: Item #4

Explain how the equipment being bid meets each of these specifications. Bidder should submit detailed specifications, drawings and/or literature that shows how the equipment meets these specifications. Describe the utility requirements of the equipment. Describe any alternative specifications in detail.

Bidder Response:

V. ITEM 5 - ONE (1) BLANKING PRESS

- A. The Blanking Press shall be robust, with a high quality rigid frame designed to maintain high accuracy and provide increased tooling life by minimizing deflection.

- B. All moving parts shall be precision machined and designed for smooth power transmission, quiet operation and long life.
- C. Press shall have sufficient blanking force to complete a finished license plate blank each stroke, including punching all mounting holes, cutting radius corners, cutoff of blank and forming of the plate rim.
- D. It is desired that the plates be stamped to size with a hydraulically actuated press. Our recommendation for the manufacturing line is an electric motor driven hydraulic press with a pump to produce a maximum working pressure of 45 ton at approximately 70 cycles per minute powering a 1" diameter, double acting hydraulic cylinder.
- E. Press should be able to be operated in a variety of modes including slow manual operation, manual single stroke, and automatic continuous.
- F. Minimum 40 gallon reservoir should be included with the hydraulic pump. A forced air cooling system should ensure proper operating temperatures.
- G. Operating controls shall be designed to provide safe and simple operation. All necessary features to operate the press shall be integrated into the central control panel. The central control panel will provide all necessary operating controls as well as a system to display error codes / messages and other diagnostic information.
- H. A reliable scrap ejection system shall eject scrap materials with each stroke of the press. Waste removal shall not require tools or disassembly of the blanking line.
- I. A belt conveyor with integral plate counter shall remove finished blanks from the press area for subsequent manual or automated handling and processing

Proposal Instructions: Item #5

Explain how the equipment being bid meets each of these specifications. Bidder should submit detailed specifications, drawings and/or literature that shows how the equipment meets these specifications. Describe the utility requirements of the equipment. Describe any alternative specifications in detail.

Bidder Response:

VI. **ITEM 6 -THREE (3) TWO STAGE COMPOUND BLANKING I RIMMING DIE**

- A. The compound blanking and rimming die will be customized to the requirements of the application.
 - 1. It shall produce one size of depressed flange license plate blanks with radius corners, four mounting holes and depressed flange border.
 - 2. Hole punching and forming of the depressed flange border will occur in the first stage.
 - 3. The second stage will perform the cutting processes and deliver the plate to the discharge conveyor for takeaway from the press.
- B. The cutting / embossing tools will be made of high quality tool steel with anti-adhesive coatings and hardened working elements to cut aluminum either with or without conversion coatings with a tolerance of ± 0.010 .
- C. Two compound blanking dies for passenger size plates and one for Motorcycle size plates will be provided.
 - 1. All final drawings and BOM will be included in the documentation package after award of contract.
 - 2. The compound blanking and rimming die shall be designed for quick removal for easy switching between plate sizes as required.

<p>Proposal Instructions: Item #6</p> <p>Explain how the equipment being bid meets each of these specifications. Bidder should submit detailed specifications, drawings and/or literature that shows how the equipment meets these specifications. Describe the utility requirements of the equipment. Describe any alternative specifications in detail..</p>
<p>Bidder Response:</p>

VII. ITEM 7 - ONE (1) MAIN CONTROL SYSTEM

- A. The main control cabinet / panel shall contain all electronic elements required to operate and control this license plate blanking equipment and to diagnose any faults.
- B. This system shall be equipped with high-quality electrical and electronic components including IEC61131-3 compatible Programmable Logic Controls (PLC) and features to enable remote diagnostics via internet connections.
- C. The operator panel shall be equipped with a color touch screen, which displays all messages and operational parameters of the line.
- D. Intuitive menu handling and access to the implemented library of adjustments and configuration of the line (for a certain license plate dimension) enable an efficient adjustment of the line in order to produce different types of license plates.
- E. In addition to features identified above, the control system shall also incorporate different password levels for Administrators and Operators as well as output of general information such as quantities produced, end of roll, end of aluminum coil, etc.
- F. Electrical protection shall be provided for electrical components, drives and PLC's per UL 508 or similar recognized standard.

<p>Proposal Instructions: Item #7</p> <p>. Explain how the equipment being bid meets each of these specifications. Bidder should submit detailed specifications, drawings and/or literature that shows how the equipment meets these specifications. Describe the utility requirements of the equipment. Describe any alternative specifications in detail..</p>
<p>Bidder Response:</p>

VIII. Installation;

<p>Please provide detailed information on your installation process, including any potential need for building modifications and utilities needed. Describe your understanding of the environment and processes necessary to design and install a blanking line in a secured facility.</p>
<p>Bidder Response:</p>

IX. Operation:

Please describe equipment operation process, including change over time, materials waste, start up and shut down process/time, and operator training needs.

Bidder Response:

X. Service and Support;

Please describe the designed run rate of the license plate blanking line being bid. Describe the service and support that will be provided as a part of this response.

CSI Emergency Response Levels:

Critical – Line down with order backlog

Requires 2 hour maximum call back response

Next Day AM parts delivery

48 hour maximum lead time to have on-site support if needed to resolve issue

Urgent – Line down No / Minimal order backlog

Requires 2 hour maximum call back response 7 am to 5 pm Monday to Friday non Holiday

Next Day parts delivery

48 hour Monday to Friday non Holiday on-site support if needed to resolve issue

Issue – Line malfunction or non-optimal operation

8 hour maximum call back response 7 am to 5 pm Monday to Friday non Holiday

2 day parts delivery

1 week Monday to Friday non Holiday on-site support if needed to resolve issue

Information request –

Service, maintenance, how to or operational questions

8 hour maximum call back response 7 am to 5 pm Monday to Friday non Holiday.

Bidder Response:

XI. Describe all extended warranties available for each piece of equipment below excluding costs.

Bidder Response:

ATTACHMENT THREE
NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES
Receipt of NDCS Rules and Regulations

Name (Please Print)

Facility/Program

My initials and signature verify I have received the following laws, administrative regulations and employee handbook; understand their significance; and that it is my responsibility to read these documents in their entirety. I will remain in compliance with the following requirements. I further understand this acknowledgement will be entered into my personnel file.

INITIALS

- _____ 1. **A.R. 112.13, NE Department of Correctional Services Drug Free Workplace Policy** (See Training Manual – Orientation Materials Section)
- _____ 2. **A.R. 112.17, NE Department of Correctional Services Employee Dress and Grooming Standards** (See Training Manual – Orientation Materials Section)
- _____ 3. **A.R. 112.31, NE Department of Correctional Services Code of Ethics and Conduct** (See Training Manual – Section 1)
- _____ 4. **A.R. 112.06, NE Department of Correctional Services Management of Employee Performance** (See Training Manual – Section 1)
- _____ 5. **A.R. 112.07, NE Department of Correctional Services Equal Employment Opportunity and Policies Against Workplace Discrimination and Harassment** (See Training Manual – Section 2)
- _____ 6. **A.R. 104.06, Computer Equipment and Telephone Usage Policy** (See Training Manual – Orientation Materials Section)
- _____ 7. **A.R. 112.33, Leave Provisions** (See Training Manual – Orientation Materials Section)
- _____ 8. **A.R. 115.10, Pharmacy Medication Distribution, Access and Training** (See Training Manual – Orientation Materials Section)
- _____ 9. **Neb. Rev. Stat. §§83-415 and 417, Laws Pertaining to Employees of the NE Department of Correctional Services** (See Training Manual – Orientation Materials Section)
- _____ 10. I have received a copy of the Rights and Responsibilities under the State Effectiveness Act.
- _____ 11. **NE Department of Correctional Services Employee Handbook** (DCS-A-per-019, Current edition)
- _____ 12. **Inmate Con-Games handout** (See Training Manual – Section 14)
- _____ 13. If having secondary employment or changing secondary employment, I know I am required to secure prior supervisory approval by completing an Outside Employment and Private Business Interest/Ownership Request form (DCS-A-per-026-pc), with the completed, signed form filed with my worksite's Human Resources office.
- _____ 14. I understand my responsibilities if I or a family member has a private business interest/ownership, which includes notice to my supervisor, Program Administrator or Deputy Director and completion of an Outside Employment and Private Business Interest/Ownership Request form (DCS-A-per-026-pc), with the completed, signed form filed with my worksite's Human Resources office.
- _____ 15. When requested, I understand I am required to provide required documentation of proof for eligible dependents covered under my health, dental, and/or vision. Failure to do so may result in disciplinary action, up to and including termination.
- _____ 16. I have received written notice of the Hatch Act, and understand my responsibilities under the Act.
- _____ 17. I am required to immediately report, in writing, any arrest or citation for law violations (other than minor traffic offenses) to my Warden/Program Administrator.
- _____ 18. I am required to immediately report, in writing, through my supervisor, the arrival of any inmate to whom I am related or whose social relationship with me could result in real or perceived problems.
- _____ 19. I am required to return all state property, to include but not limited to, badge, insignia, I.D., key(s), and uniforms for personnel changes, e.g., promotions, and at the termination of my employment. I also understand failure to do so may result in discipline, or if terminating my employment, my personnel records will show I did not leave in good standing.
- _____ 20. I understand disciplinary actions may be imposed for violations of the above laws, Administrative Regulations and other ARs/policies, as outlined in Chapter 14 of the State of NE Classified Systems Personnel Rules and Regulations, Article 10 of the Labor Contract between the State of Nebraska and the NE Association of Public Employees (NAPE/AFSCME) AND Article 3 of the Labor Contract between the State of Nebraska and the State Code Agencies Teachers Association (SCATA). (See Training Manual Sections 1 and 2)

Employee Signature

Date

NOTE: A *Personnel Manual*, containing Classification Specifications, Rules and Regulations, Labor Contracts, Statutes, and Employee Handbook is located in the Human Resources section of each facility and is available for all employees to view.

Original: Employee Personnel file

ATTACHMENT FOUR

 <p>NEBRASKA Good Life. Great Mission. DEPT OF CORRECTIONAL SERVICES</p>	ADMINISTRATIVE REGULATION		
	CODE OF ETHICS AND CONDUCT		
	REVISION DATE September 30, 2018	NUMBER 112.31	PAGE 1 of 7
STATEMENT OF AVAILABILITY *Official Distribution Only			

EFFECTIVE: July 23, 1984
REVISED: June 29, 2010
REVISED: June 29, 2011
REVISED: August 10, 2012
REVISED: July 19, 2013
REVISED: August 27, 2014
REVISED: June 30, 2015
REVISED: August 31, 2016
REVISED: June 30, 2017
REVISED: December 31, 2017
REVISED: September 30, 2018


SUMMARY OF REVISIONS/REVIEW

Incorporated PD 017-038, section I.O., deleted "hands-free", added an emergency;
Incorporated PD 018-003, replaced section III.B.; Incorporated PD 018-008, added section
I.M., Renumbered remainder of section I; Revisions to Attachment C.

APPROVED:



Scott R. Frakes, Director
Nebraska Department of Correctional Services

 <p>NEBRASKA Good Life. Great Mission. DEPT OF CORRECTIONAL SERVICES</p>	ADMINISTRATIVE REGULATION		
	CODE OF ETHICS AND CONDUCT		
	REVISION DATE September 30, 2018	NUMBER 112.31	PAGE 2 of 7
STATEMENT OF AVAILABILITY			
*Official Distribution Only			

PURPOSE

The provisions of this Administrative Regulation (AR) shall apply to all employees of the Nebraska Department of Correctional Services (NDCS) concerning a set of professional standards of ethics and conduct.

GENERAL

This Department has been charged with the responsibility for providing inmates/parolees with opportunities for rehabilitation in an atmosphere conducive to rehabilitation. That responsibility is unique among state agencies, and warrants a code of ethics and conduct for all employees. The Nebraska State Statutes identify the responsibilities of the Agency Director to appoint or remove employees of NDCS as well as to delegate appropriate powers and duties to the agency employees. This Code of Ethics and Conduct supplements these Nebraska statutes.

PROCEDURES

- I. **PERSONAL ACCOUNTABILITY** - Employees will conduct themselves in a professional and ethical manner, whether on or off duty.
 - A. Employees will keep their conversations and all interactions with and within the hearing of inmates/parolees on a professional level at all times. Employees will also report any (other than incidental), off duty contact with an inmate/parolee, their families or friends, as well as any family or close personal relationship they have with an inmate or parolee.
 - B. Employees will keep their conversations and all interactions with staff and the public on a professional level at all times and promote positive and appropriate working relationships.
 - C. Employees will bring in only authorized articles for authorized purposes and will provide inmates and parolees and their families or friends only authorized items for authorized purposes. Attachment A provides a list of all items specifically prohibited from being brought into any correctional institution/facility by staff.
 - D. Employees will follow all laws, policies, procedures, rules and post orders. These include, but are not limited to:
 1. Employees will not accept, issue or solicit bribes, financial benefit or profit from the work of or from one who receives a financial benefit from the work of, gifts, gratuities, loans, or favors of any kind from inmates/parolees or their family and friends.
 2. Employees, any contracted/authorized contractor or volunteer are prohibited from engaging in any form of sexual activity with an inmate/parolee. Prohibition also includes implied threats, coercion, intimidation and/or preferential treatment that could influence an inmate/parolee to participate in sexual activity. Persons choosing to sexually abuse an inmate/parolee are subject to discipline, including termination, and shall be referred to the county attorney for criminal prosecution. Sexual abuse of an inmate/parolee in the first degree is a Class IIA felony; sexual abuse in the second degree is a Class IIIA felony. It is not a defense to the charge that the inmate/parolee consented to sexual activity or sexual penetration.

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3. Employees are prohibited from using cruel, inhumane or corporal punishment, excessive force or in any way mistreating individuals under NDCS care, custody and control.
4. Employees shall only provide public information pertaining to an inmate/parolee, except on an approved basis or to an authorized individual.
5. Except as provided below, employees are prohibited from bringing weapons of any type, concealed or otherwise, onto NDCS property. No drugs, weapons, intoxicants or other contraband articles are to be left in employee vehicles parked on NDCS property. Employees may leave tobacco, tobacco-related products or substitutes in their vehicles left on NDCS property.
 - a. An employee who holds a current and valid permit to carry a concealed handgun issued pursuant to the Concealed Handgun Permit Act, may leave a handgun in his or her motor vehicle in the parking lot on NDCS property as long as prior to exiting the vehicle, the handgun is locked inside the glove box, trunk or other compartment of the vehicle, a storage box securely attached to the vehicle or if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle.
6. Employees are prohibited from discriminating against other employees, inmates/parolees. Forms of discrimination include: sexual, racial, gender, religious, national origin, ancestry, age, or disability status. All discrimination or workplace harassment incidents will be immediately reported to the supervisor. Supervisory personnel shall not knowingly allow or condone incidents or situations of a discrimination or workplace harassment nature.
7. Employees shall not report to work under the influence of alcohol or substances that are illegal under Nebraska or federal law. Employees are prohibited from unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol in the work place. All employees are subject to random drug screens. Employees shall not bring into any state facility or building any substances that could be used to create a hallucinogenic effect or could impair one's judgment. An employee taking prescription or over-the-counter medication or substances that has the potential to impair work performance will notify his/her supervisor prior to the beginning of the work shift. The supervisor is responsible for determining if the employee can perform his/her assigned duties safely, and for taking appropriate action where needed.
- E. Employees shall be truthful in their dealings with staff and inmates. Employees are prohibited from providing false information or attempting to deceive any supervisor, investigator or other NDCS employee whether verbally or in writing.
- F. Employees shall not bring in personal cell phones or other electronic devices into a Facility/Program. State issued devices cannot record non-business related activity.
- G. An employee's use of social networking sites or other internet sites which have an adverse impact on either their, or the agency's, performance or credibility is prohibited.
- H. Use of the Department's name and/or identity, including a photo of a facility/program, slogan, logo or other identification/property, on a website or social networking site for

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personal reasons or private commercial use is only allowed with prior approval by the Director or designee.

- I. Employees shall maintain professional boundaries with inmates/parolees. Examples of failing to maintain professional boundaries, include, but are not limited to: working for the parole, pardon, commutation of sentence or other appeal of any inmate/parolee unless authorized via proper channels; writing letters on behalf of an inmate/parolee in an unofficial capacity; and aiding and/or abetting an inmate/parolee in acts that disrupt or violate facility or department policy.
- J. Employees will only wear agency issued uniforms while on duty, including directly in route to or from the employee's work site.
- K. Employees are required to promptly report any violation of NDCS rules, in full to his/her direct supervisor. This includes rules violated by employees as well as inmates/parolees. In cases of violations by a supervisor, the employee shall report the information to the next highest supervisor in his/her chain of command or designee. NDCS rules include violation(s) of this Code of Ethics and Conduct Policy, other agency rules and regulations, State Personnel Rules, Labor Contracts, or city, state, or federal laws/rulings. Employees cannot knowingly or deliberately withhold information concerning rule violations.
 - a. Prompt notification requirements include the expectation of (1) verbally reporting information of an urgent nature or serious rule violation immediately to the shift supervisor and/or direct supervisor, and (2) submitting a written report of alleged misconduct, suspicious behavior, serious rule violations or any other information pertinent to the safety, security and good order of the institution no later than the conclusion of their tour of duty.
- L. Any employee who is arrested or issued a citation for a violation of the law, other than a minor traffic violation, must immediately notify the Warden/Program Administrator of his/her alleged violation of law.
- M. Employees who are required to maintain a license/certification (Ex: Driver's License) for their current position and lose their license/certification for any reason must notify the Warden/Program Administrator within three (3) business days.

Employees who are required to maintain a license/certification (Ex: Driver's License) for their current position and do not currently have said license/certification must notify the Warden/Program Administrator within three (3) business days.
- N. Employees having law enforcement responsibilities may be requested to submit to polygraph examination on issues involving their employment.
- O. Employees, while operating a state vehicle, shall obey all state laws and only use the vehicle as authorized. This includes, but is not limited to the following: not consuming any alcoholic beverages prior to or while operating a state vehicle; not transporting alcoholic beverages or illegal drugs; not taking prescription drugs or other substances that could impair the ability to drive before or while operating a state vehicle; not taking any form of illegal drug substance in Nebraska or under federal law, either in or out of a state vehicle; wearing seat belts; not carrying radar detectors; not wearing headphones,

	ADMINISTRATIVE REGULATION		
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ear phones or other similar devices; not smoking; not taking or making calls from a cellphone, unless it is an emergency; and not texting from a cellphone while the vehicle is in operation.

- P. Employees shall be good stewards of the State's resources, to include using state property only for authorized work purposes.
- Q. Employees shall lock any vehicle parked on NDCS property and keep ignition keys with them.
- R. Employees shall remain at their assigned post until provided with proper authorized relief
- S. Employees shall obey a lawfully given direct order by a supervisor.
- T. Employees shall remain awake and be in an attentive condition at their assigned Duty station. Sleeping or being in an inattentive state at a post places the security of the facility, the inmate population or other employees at risk.
- U. Employees are personally responsible for the accuracy of their time records. Employees will take all necessary steps to have regular, dependable reporting habits, including reporting to work on time, and proper use of earned leave or compensatory time.
- V. Workers of other private or public organizations, including individual contractors, performing essential job functions within NDCS are accountable to the Program/Section Administrator for which they work.

II. FRAUD OR SUSPECTED FRAUD

Employees shall not engage in any act of fraud. Staff shall report any knowledge of fraud, suspected fraud or any allegation of fraud. An employee can file such reports through their chain of command up to and including the Agency Director or to the State Auditor of Public Accountants at 402-471-2111. Employees can also contact the Agency Controller at 402-479-5756, the Assistant Controller at 402-479-5976, the Administrative Services State Accounting Administrator at 402-471-0600, the State Internal Control Coordinator at 402-471-2581, State Ombudsman at 402-471-2035, and/or the Attorney General at 402-471-3297.

The State Auditor of Public Accountants will keep reports of fraud confidential unless legal action is taken. Questions regarding suspected fraud and the process for reporting fraud will also be addressed during Internal Fiscal Audits. All reports will also be reviewed and referred for investigation in the appropriate manner. The Controller or designee is responsible for maintaining information regarding fraud for appropriate reporting outside NDCS.

III. CONFLICTS OF INTEREST

- A. Employees will avoid activities, including any additional employment, which poses a conflict with their job responsibility or credibility as employees of NDCS. Employees wishing to engage in additional employment, or have a private interest in/own a business either as an individual or through a family member or as a business partner, shall submit a completed Outside Employment and Private Business Interest/Ownership Form (see Attachment B) to their Warden/Program Administrator. The Administrator reviews the request for determining any conflict of interest, and notifies the employee of approval or disapproval.

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- B. Wardens/Program Administrators have the authority to approve exceptions to the Fraternization Policy. The Agency Director has discretion, by law, to approve exceptions to the Nepotism Policy. In the event any operation of the shift or the facility/program is adversely impacted by an approved exception, management will revisit the approval, which may result in one of the employees transferring to a different shift or facility/program. Refer to AR 112.03, *Employee Selection Policy*, for the NDCS policies on nepotism and fraternization.

In the event that current agency employees become involved in a close, personal relationship or have a change in status resulting in an immediate family relationship, a request for an exception to the Fraternization and/or Nepotism policy must be initiated by the employees consistent with the process identified for employee selection in AR 112.03, *Employee Selection Policy*.

- C. Employees may be requested to act in their official capacity, or in a matter of public record, in a court of law. However, employees are prohibited from representing a person or acting as an expert witness for pay before a government body when the action or non-action of the government body is non-procedural and involves personal opinion or discretion.

- IV. FINANCIAL ACCOUNTABILITY - Employees, upon learning of any of the following conflicts of interest, shall send written notice to the Nebraska Accountability and Disclosure Commission, which will determine whether or not any action should be taken to resolve the conflict of interest. The employee shall take such steps as the Commission prescribes to remove him/herself from the situation in which there is a conflict. Copies will be provided to the Warden/Program Administrator, and the Agency Human Talent Director.

- A. Employees are prohibited from having any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of their duties in the public interest.
- B. An employee will not enter into any contracts with NDCS on their own behalf or on behalf of any business in which the employee or a member of the employee's family has an interest.
- C. Employees shall not use or authorize the use of his/her position or any confidential information received through his/her state employment to obtain financial gain, other than compensation provided by law, for himself/herself, a member of his/her family or a business which with the individual is associated.
- D. Employees are prohibited from giving the impression that any person or business can improperly influence them in the performance of their official duties, or be subject to influence by friendship, rank, position or influence of any party or person. This means employees cannot accept gifts of value or loans from persons doing business with the agency or state which are intended to, or which appear to, influence the official relationship between the business and the employee or employing agency. Prohibition includes: 1) a gift of travel or lodging to the employee, or reimbursement for such so that a member of the employee's family can accompany the employee in the performance of their official duties; or 2) a member of the employee's family accepting a gift of travel or lodging or reimbursement for such so that an employee's immediate family member can travel with the employee in the performance of his/her job duties.

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*Official Distribution Only			

- E. An employee shall not use or authorize the use of personnel, property, resources or funds under his/her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

V. POLITICAL ACTIVITIES

Employees are prohibited from participating in political activities while performing official state duties, and are prohibited from using their state job to distribute or receive political favors. If the salary of an employee is paid completely directly or indirectly by federal funds the employee is covered by the federal Hatch Act, and is prohibited from being a candidate for a partisan office.

REFERENCE

I. Administrative Regulation

- A. AR 111.05, *Use of Tobacco Products by Employees and Inmates*
- B. AR 112.03, *Employee Selection Policy*
- C. AR 112.13, *Drug Free Work Place Policy*

II. ATTACHMENTS

- A. Staff Prohibited Items
- B. Outside Employment Action and Private Business Interest/Ownership Request (DCS-A-per-026-pc REV 12/16)
- C. Receipt of NDCS Rules and Regulations (DCS-A-per-066-pc REV 09/18)

III. ACA STANDARDS

- A. Standards for Adult Correctional Institutions (ACI) (4th edition): 4-4024 and 4-4069
- B. Performance Based Standards for Adult Community Residential Services (ACRS) (4th edition): 4-ACRS-3A-07 and 4-ACRS-7E-13.



CELLULAR DEVICE INSTITUTIONAL USE REQUEST

DEPT OF CORRECTIONAL SERVICES

Use this form to request use of a cellular device beyond the front entrance, vehicle sally port or other security access point of a secure institution (NSP, TSCI, LCC, DEC, NCCW, OCC, NCYF, WEC, CCC-L, CCC-O). Complete section A below (attach additional detail, if needed) and applicable section of B, C, D, or E. Print the completed form and submit to direct supervisor.

SECTION A:

NEED - Describe your need to use a cellular device in a secure institution. This request will **ONLY** be considered if a compelling business need is clearly articulated. Specifically, that the need cannot be met without the use of a cellular device. Phone and email availability is not sufficient justification.

Name: _____ Title: _____

Phone Number (10 digit): _____ Brand: _____ Model: _____

IMPACT - What would be the most significant impact if you were not able to use a cellular device in a secure institution?

SECTION B. Multi-User Phone (Check one category)

☐ **OD Phone** Type of OD: _____

☐ **Travel Order/Loaner** Storage Location: _____ # Phones in this location: _____

SECTION C. Individually Assigned State Owned Phone (Check one category)

☐ **Special Team Use** ☐ *SORT* ☐ *CERT* ☐ *CNT* Position on Team: _____

☐ **Incident Command Team Member** Assigned Role: _____

☐ **Primary Job Assignment in a Secure Institution** Title: _____

Assigned a landline

☐ Yes ☐ No

Assigned a radio

☐ Yes ☐ No

Assigned an office/work area

☐ Yes ☐ No

Phone used for 24/7 contact

☐ Yes ☐ No

☐ **Primary Job Assignment Not in a Secure Institution** (includes positions outside the secure perimeter)

Carry a radio at secure institution

☐ Yes ☐ No

Escorted by inst. staff at all times

☐ Yes ☐ No

SECTION D: Other State Agency (submit directly to NDCS Director)

Agency: _____ Title: _____

Carry a radio at secure institutions

☐ Yes ☐ No

Escorted by inst. staff at all times

☐ Yes ☐ No

SECTION E. Contractor Phone

☐ **Contractor Phone** Start Date: ____ / ____ / 20____ End Date: ____ / ____ / 20____

Work assignment: _____ Institution: _____

Originator: _____

Date: _____

Supervisor: _____

Date: _____

☐ Approved ☐ Denied

Warden/Prog Admin: _____

Date: _____

☐ Approved ☐ Denied

Director Review

Reviewed By: _____

Date: _____

☐ Approved ☐ Denied

HR

Card Printed By: _____

Date: _____

NEBRASKA

Good Life. Great Mission.

DEPT OF CORRECTIONAL SERVICES



Pete Ricketts, Governor

Policy Directive 018-013

DATE: May 14, 2018

TO: Executive Steering Council

FROM: Scott R. Frakes, Director

RE: Administrative Regulation 104.06, *Computer Equipment, Telephone Usage & Information Systems*

Effective June 30, 2018, the following change will be made to the above mentioned administrative regulation. This revision will be incorporated into AR 104.06 during the next scheduled review. You may contact Director Frakes (scott.frakes@nebraska.gov) with questions regarding this change.

Summary: As of June 30, 2018, no personal or state-issued cell phones will be permitted inside NDCS correctional facilities without prior written approval, consistent with this directive.

Page 12 of 16; replace Section II.C.5 and II.C.6 with the following language and add Attachment E:

5. State of Nebraska (State) agencies issue cell phones/smart phones (device) to employees as needed. State employees must follow the procedures outlined below for NDCS employees regarding the use of state-issued devices.

NDCS issues cell phones/smart phones (device) to certain employees ('individual') as needed to complete job duties. NDCS issues cell phones/smart phones to certain post assignments ('shared'). Facility Operational Memorandums will provide direction on maintaining accountability of 'shared' devices.

- a. No 'individual' state-issued devices may be brought into any of the ten NDCS correctional institution without prior written approval. A Cellular Device Institutional Use Request (Attachment E) will be used to request approval.

Once approved, human resources will issue the institutional use card, which will include team member photo, name, title, phone number, brand and model of the phone. To be valid, the information on the card must be accurate. Approval is granted based on the position held; when a team member changes positions, a new request must be submitted.

Scott R. Frakes, Director

Dept of Correctional Services

P.O. Box 94661 Lincoln, NE 68509-4661
Phone: 402-471-2654 Fax: 402-479-5623corrections.nebraska.gov

- b. Prior to proceeding past the first institutional check point, the card and authorized device will be presented for verification. The card will be retained at the access point, providing inventory and tracking control.
- c. Upon exiting the institution, the device will be presented for verification, and the card returned to the individual.

State-issued devices may include camera or video functionality. Individuals issued such a device are required to abide by all departmental and institutional restrictions regarding photography in NDCS institutions and facilities. The taking of photos/video must be approved, in advance, by the warden or communications office.

- 6. Contractors working within one of the ten NDCS institutions may need cellular devices to complete work. These devices must be approved, in advance, using the Cellular Device Institutional Use Request (Attachment E).
- 7. Connecting personal devices to State computing resources presents a variety of security and administrative concerns. Employees are not authorized to connect personal smart phones, or similar devices, to the State computing resources, including to State email accounts. Any connection of personal devices must be pre-authorized in accordance with NITC Standard 5-204, requiring approval by the State of Nebraska Information Security Officer and by the Director of NDCS.
 - a. Personal cellular devices are not allowed into any of the ten NDCS correctional institutions. These devices may be stored in a designated area as defined by the facility OM.

Scott R. Frakes, Director

Dept of Correctional Services

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Phone: 402-471-2654 Fax: 402-479-5623

corrections.nebraska.gov



Use this form to request use of a cellular device beyond the front entrance, vehicle sally port or other security access point of a secure institution (NSP, TSCI, LCC, DEC, NCCW, OCC, NCYF, WEC, CCC-L, CCC-O). Complete section A below (attach additional detail, if needed) and applicable section of B, C, D, or E. Print the completed form and submit to direct supervisor.

SECTION A:

NEED - Describe your need to use a cellular device in a secure institution. This request will **ONLY** be considered if a compelling business need is clearly articulated. Specifically, that the need cannot be met without the use of a cellular device. Phone and email availability is not sufficient justification.

Name: _____ Title: _____

Phone Number (10 digit): _____ Brand: _____ Model: _____

IMPACT - What would be the most significant impact if you were not able to use a cellular device in a secure institution?

SECTION B. Multi-User Phone (Check one category)

☐ **OD Phone** Type of OD: _____

☐ **Travel Order/Loaner** Storage Location: _____ # Phones in this location: _____

SECTION C. Individually Assigned State Owned Phone (Check one category)

☐ **Special Team Use** ☐ **SORT** ☐ **CERT** ☐ **CNT** Position on Team: _____

☐ **Incident Command Team Member** Assigned Role: _____

☐ **Primary Job Assignment in a Secure Institution** Title: _____

Assigned a landline ☐ Yes ☐ No Assigned a radio ☐ Yes ☐ No
Assigned an office/work area ☐ Yes ☐ No Phone used for 24/7 contact ☐ Yes ☐ No

☐ **Primary Job Assignment Not in a Secure Institution** (includes positions outside the secure perimeter)

Carry a radio at secure insitution ☐ Yes ☐ No Escorted by inst. staff at all times ☐ Yes ☐ No

SECTION D: Other State Agency (submit directly to NDCS Director)

Agency: _____ Title: _____

Carry a radio at secure institutions ☐ Yes ☐ No Escorted by inst. staff at all times ☐ Yes ☐ No

SECTION E. Contractor Phone

☐ **Contractor Phone** Start Date: ____ / ____ / 20 ____ End Date: ____ / ____ / 20 ____

Work assignment: _____ Institution: _____

Originator: _____ Date: _____

Supervisor: _____ Date: _____ ☐ Approved ☐ Denied

Warden/Prog Admin: _____ Date: _____ ☐ Approved ☐ Denied

Director Review

Reviewed By: _____ Date: _____ ☐ Approved ☐ Denied

HR

Card Printed By: _____ Date: _____

COST PROPOSAL

RFP # 6152 Z1 License Plate Blanking Line

Firm Name: _____

Payment will be: 10% of the project after final project plan is approved, 40% of the project after delivery of equipment, and the final 50% of the project after successful implementation, testing, training

Bidder to complete the Cost column of the table, including all costs associated with each section. Including all expenses for travel, labor, administration, etc. No other costs will be allowed. Total Cost bid must be all-inclusive of all costs.

DELIVERABLE	Cost	
Milestone 1.0 Final Project Plan	\$	
Milestone 2.0 Equipment (Delivered)		
LIST EQUIPMENT AND DETAILED COST <<ADD LINES AS NEEDED>>	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Milestone 3.0 Final Implementation		
Existing Manufacturing Line Relocation	\$	
Installation	\$	
Final Implementation	\$	
Testing	\$	
Training	\$	

	Year One	Year Two	Year Three	Year Four	Year Five	Year Six
Post-Implementation Support	\$					
Maintenance and Operations		\$	\$	\$	\$	\$

Optional Renewal Periods

Description	Optional Renewal One Year Seven	Optional Renewal One Year Eight	Optional Renewal One Year Nine	Optional Renewal Two Year Ten	Optional Renewal Two Year Eleven	Optional Renewal Two Year Twelve
Maintenance and Operations						
	\$	\$	\$	\$	\$	\$

Optional Services:

	INITIAL AWARD YEAR ONE	INITIAL AWARD YEAR TWO	INITIAL AWARD YEAR THREE	INITIAL AWARD YEAR FOUR	INITIAL AWARD YEAR FIVE	INITIAL AWARD YEAR SIX
Extended Warranty cost	\$	\$	\$	\$	\$	\$
<add lines if needed for each piece of equipment>	\$	\$	\$	\$	\$	\$
Suggested Stock Replacement Parts List below:						
<add lines as needed>	\$	\$	\$	\$	\$	\$
<bidder add lines as needed>	\$	\$	\$	\$	\$	\$

	Renewal One Year Seven	Renewal One Year Eight	Renewal One Year Nine	Renewal Two Year Ten	Renewal Two Year Eleven	Renewal Two Year Twelve
Extended Warranty	\$	\$	\$	\$	\$	\$
Suggested Stock Replacement Parts List below:						
<bidder add lines as needed>	\$	\$	\$	\$	\$	\$
<bidder add lines as needed>	\$	\$	\$	\$	\$	\$

Work may be needed that was not originally delineated in this RFP, but considered within the scope of work. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in this RFP or known at the time this RFP was issued. If additional work is needed, the Contractor must submit a detailed Scope of Work, Title/Role(s), number of hours, and due dates/deliverables for CSI review and approval.

The bidder should provide the hourly rate for each Title/Role that could be used to complete optional services.

Title/Role*	Hourly Rate
	\$ -
	\$ -
	\$ -
	\$ -

*Bidder may add additional lines as needed.

EVALUATION CRITERIA

RFP NUMBER 6152 Z1, License Plate Blanking Line

Opening Date: November 7, 2019

Request for Proposal/Proposal Requirements

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Attachment One – Requirements Matrix;
6. Bidder Requirements
7. Draft Project Plan and
8. Completed State Cost Proposal Template.

Evaluation Criteria

All responses to this Request for Proposal, which fulfill all RFP requirements, will be evaluated. Each category will have a maximum possible point potential. Areas that will be addressed and scored during the evaluation include:

Evaluation Criteria	Possible Points
Part 1 — Corporate Overview	400
Part 2 --- Technical Approach	1200
Part 4 — Cost Proposal:	1000
Total Points without Oral Interviews	2600
Oral Interviews (if required)	800
Total Points with Oral interviews.	3400

Part 4 – Cost Proposal Points

Cost points should be calculated as follows:

1. Establish cost submitted (Sale Price of Items); highest cost submitted for Sale Price of Items receives the maximum points.
2. To assign points to all others, the following formula should be followed:

Formula	Sample	Sample	Sample
Lowest Cost Submitted	\$100,000	\$100,000	\$100,000
÷ Cost Submitted	\$100,000	\$200,000	\$150,000
x Maximum Possible Cost Points	40	40	40
= Points To Award	40	20	26.7