

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
301 Centennial Mall South, 1st Floor  
Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

|  |                         |
|--|-------------------------|
| PAGE<br>1 of 4   | ORDER DATE<br>12/26/12  |
| BUSINESS UNIT<br>46070025  | BUYER<br>RUTH GRAY (AS) |
| VENDOR NUMBER: 501869  |                         |
| VENDOR ADDRESS:<br><br>3M COMPANY<br>TRAFFIC SAFETY SYSTEMS<br>3M CENTER BLDG 235-3A-09<br>SAINT PAUL MINNESOTA 55144-1000 |                         |

**CONTRACT NUMBER**  
**13465 OC**

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

**DECEMBER 26, 2012 THROUGH DECEMBER 25, 2018**

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS 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 AND THE STATE OF NEBRASKA.

Original/Bid Document 4118 OF

Contract to supply and deliver Reflective License Plate Sheeting as per the attached specifications, terms and conditions for a period of six (6) year beginning December 26, 2012 through December 25, 2018. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

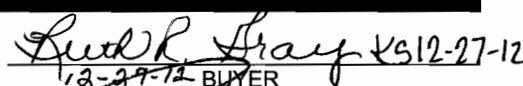
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. 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: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the

  
12-27-12 BUYER  
  
12-27-12  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

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|---------------------------|-------------------------|
| PAGE<br>2 of 4            | ORDER DATE<br>12/26/12  |
| BUSINESS UNIT<br>46070025 | BUYER<br>RUTH GRAY (AS) |
| VENDOR NUMBER: 501869     |                         |

**CONTRACT NUMBER**  
**13465 OC**

US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

Vendor Contact: Richard J. LaClair  
 Phone: 800-553-1380 #3  
 Fax: 800-591-9293  
 E-Mail: mvssorders@mmm.com

(12/26/12 djg)

| Line | Description  | Estimated Quantity | Unit of Measure | Unit Price |
|------|--|--------------------|-----------------|------------|
| 1    | GRAPHIC, 2 COLOR, 11.94<br>3M WILL ASSIGN NEW NUMBER     | 100.0000           | RL              | 913.2200   |
| 2    | GRAPHIC, 3 COLOR, 11.94<br>3M WILL ASSIGN NEW NUMBER     | 100.0000           | RL              | 949.0300   |
| 3    | GRAPHIC, 4 COLOR, NE 11<br>11.9375"W, 900' RL, 3M 260XPT | 2,650.0000         | RL              | 984.8400   |
| 4    | SHEETING, WHITE, 11.94<br>3M 237XTE                      | 1,350.0000         | RL              | 850.5500   |
| 5    | SHEETING, WHITE, 6.94<br>3M DLPMTE                       | 60.0000            | RL              | 530.7200   |
| 6    | OVERLAY FILM 11.81                                       | 4,000.0000         | RL              | 389.8100   |

*RG*  
 BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

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 301 Centennial Mall South, 1st Floor  
 Lincoln, Nebraska 68508  
 OR  
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| PAGE<br>3 of 4            | ORDER DATE<br>12/26/12  |
| BUSINESS UNIT<br>46070025 | BUYER<br>RUTH GRAY (AS) |
| VENDOR NUMBER: 501869     |                         |

**CONTRACT NUMBER**  
**13465 OC**

| Line | Description  | Estimated Quantity | Unit of Measure | Unit Price  |
|------|--|--------------------|-----------------|-------------|
|      | 9097,3M 75-0300-9500-6   |                    |                 |             |
| 7    | OVERLAY FILM 6.81<br>9097,3M   | 400.0000           | RL              | 224.8100    |
| 8    | RIBBON,308MMX560M,DARK BLUE<br>TTR1301,3M 75-0301-538-3                                  | 500.0000           | RL              | 257.1800    |
| 9    | RIBBON,308MMX560M,DARK RED<br>TTR1302,3M 75-0301-539-1                                   | 200.0000           | RL              | 257.1800    |
| 10   | RIBBON,308MMX560M,BLACK<br>TTR1303,3M 75-0301-540-9                                      | 200.0000           | RL              | 257.1800    |
| 11   | RIBBON,308MMX560M,CYAN<br>TTR1304,3M 75-0301-541-7                                       | 200.0000           | RL              | 257.1800    |
| 12   | RIBBON,308MMX560M,MAGENTA<br>TTR1305,3M 75-0301-542-5                                    | 200.0000           | RL              | 257.1800    |
| 13   | RIBBON,308MMX560M,YELLOW<br>TTR1306,3M 75-0301-543-3                                     | 200.0000           | RL              | 257.1800    |
| 14   | RIBBON,308MMX560M,FOREST GRN<br>TTR1307,3M 75-0301-554-1                                 | 10,000.0000        | RL              | 257.1800    |
| 15   | PRINT HEADS<br>DLP002A,3M 75-0300-9361-3   | 200.0000           | EA              | 1,200.0000  |
| 16   | ANNUAL PLATE FEE<br>2012 = 1<br>2013 = 1<br>2014 = 1<br>2015 = 1<br>2016 = 1<br>2017 = 1 | 6.0000             | EA              | 38,300.0000 |

*RG*  
 BUYER INITIALS

## STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

**SCOPE-** These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

**PRICES-** Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. 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.

**EXECUTION-** Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

**FACSIMILE DOCUMENTS-** The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

**VALID BID TIME-** Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

**DISCOUNTS-** Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**PAYMENT-** Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

**COLLUSIVE BIDDING-** The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

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

**SPECIFICATIONS-** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**ALTERNATE/EQUIVALENT BIDS-** Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

**SAMPLES-** When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

**RECYCLING-** Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

**LATE BIDS-** All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

**BID OPENING-** Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

**NO BID-** If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

**AWARD-** All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

**BID TABULATIONS-** Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

**PERFORMANCE AND DEFAULT-** The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**IN-STATE PREFERENCE-** A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

**NONDISCRIMINATION-** 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, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

**TAXES-** Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

**DRUG POLICY -** Bidder certifies that 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.

**GRIEVANCE AND PROTEST-** Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

**NE ACCESS TECHNOLOGY STANDARDS-** Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

*Issue Contract Award*

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
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|                       |                |      |        |
|-----------------------|----------------|------|--------|
| Date                  | 9/11/12        | Page | 1 of 4 |
| Solicitation Number   | 4118 OF        |      |        |
| Opening Date and Time | Return Mail    |      |        |
| Buyer                 | RUTH GRAY (AS) |      |        |

**DESTINATION OF GOODS**  
CORRECTIONS - CORNHUSKER STATE INDSTR  
800 PIONEERS BLVD  
LINCOLN NE 68502

Contract to supply and deliver Reflective License Plate Sheeting to the State of Nebraska as per the attached specifications for a six (6) year period from date of award. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to this Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

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: [www.das.state.ne.us](http://www.das.state.ne.us).
2. 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 require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;

No Bid Respond: ( ) Remove From Class-Item OR ( ) Keep Active For Class-Item

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within 30 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

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

Enter Contact Information Below

VENDOR# 501869  
 VENDOR: 3M COMPANY  
 Address: TRAFFIC SAFETY SYSTEMS  
 3M CENTER, BLDG 235-3A-09  
 ST. PAUL, MN 55144-1000

Contact RICHARD J. LACLAIR  
 Telephone 800-553-1380 # 3  
 Facsimile 800-591-9293  
 Email MVSSORDERS@MMM.COM

*Second Award. of Bid, Attached w/ this file.*

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
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| Date                  | 9/11/12        | Page | 2 of 4 |
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| Opening Date and Time | Return Mail    |      |        |
| Buyer                 | RUTH GRAY (AS) |      |        |

**DESTINATION OF GOODS**  
CORRECTIONS - CORNHUSKER STATE INDSTR  
800 PIONEERS BLVD  
LINCOLN NE 68502

3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party, because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

(09/11/12 djg)

A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.

<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

Bid Tabulations are available on the internet at <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted.

## INVITATION

| Line | Description  | Quantity   | Unit of Measure | Unit Price    | Extended Price      |
|------|--|------------|-----------------|---------------|---------------------|
| 1    | GRAPHIC, 2 COLOR, 11.94<br>3M WILL ASSIGN NEW NUMBER     | 100.0000   | RL              | <u>913.22</u> | <u>91,322.00</u>    |
| 2    | GRAPHIC, 3 COLOR, 11.94<br>3M WILL ASSIGN NEW NUMBER     | 100.0000   | RL              | <u>949.03</u> | <u>94,903.00</u>    |
| 3    | GRAPHIC, 4 COLOR, NE 11<br>11.9375"W, 900' RL, 3M 260XPT | 2,650.0000 | RL              | <u>984.84</u> | <u>2,609,826.00</u> |

# State of Nebraska - INVITATION TO BID CONTRACT

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| Date                  | 9/11/12        | Page | 3 of 4 |
| Solicitation Number   | 4118 OF        |      |        |
| Opening Date and Time | Return Mail    |      |        |
| Buyer                 | RUTH GRAY (AS) |      |        |

**DESTINATION OF GOODS**  
CORRECTIONS - CORNHUSKER STATE INDSTR  
800 PIONEERS BLVD  
LINCOLN NE 68502

## INVITATION

| Line | Description  | Quantity    | Unit of Measure | Unit Price | Extended Price |
|------|--|-------------|-----------------|------------|----------------|
| 4    | SHEETING, WHITE, 11.94<br>3M 237XTE UST9250  | 1,350.0000  | RL              | 850.55     | 1,148,242.50   |
| 5    | SHEETING, WHITE, 6.94<br>3M DLPMT E USTM69250E   | 60.0000     | RL              | 530.72     | 31,843.20      |
| 6    | OVERLAY FILM 11.81<br>9097,3M 75-0300-9500-6   | 4,000.0000  | RL              | 389.81     | 1,559,240.00   |
| 7    | OVERLAY FILM 6.81<br>9097,3M   | 400.0000    | RL              | 224.81     | 89,924.00      |
| 8    | RIBBON,308MMX560M,DARK BLUE<br>TTR1801,3M 75-0301-538-3                                  | 500.0000    | RL              | 257.18     | 128,590.00     |
| 9    | RIBBON,308MMX560M,DARK RED<br>TTR1802,3M 75-0301-539-1                                   | 200.0000    | RL              | 257.18     | 51,436.00      |
| 10   | RIBBON,308MMX560M,BLACK<br>TTR1803,3M 75-0301-540-9                                      | 200.0000    | RL              | 257.18     | 51,436.00      |
| 11   | RIBBON,308MMX560M,CYAN<br>TTR1804,3M 75-0301-541-7                                       | 200.0000    | RL              | 257.18     | 51,436.00      |
| 12   | RIBBON,308MMX560M,MAGENTA<br>TTR1805,3M 75-0301-542-5                                    | 200.0000    | RL              | 257.18     | 51,436.00      |
| 13   | RIBBON,308MMX560M,YELLOW<br>TTR1806,3M 75-0301-543-3                                     | 200.0000    | RL              | 257.18     | 51,436.00      |
| 14   | RIBBON,308MMX560M,FOREST GRN<br>TTR1807,3M 75-0301-554-1                                 | 10,000.0000 | RL              | 257.18     | 2,571,800.00   |
| 15   | PRINT HEADS<br>DLP002A,3M 75-0300-9361-3   | 200.0000    | EA              | 1,200.00   | 240,000.00     |
| 16   | ANNUAL PLATE FEE<br>2012 = 1<br>2013 = 1<br>2014 = 1<br>2015 = 1<br>2016 = 1<br>2017 = 1 | 6.0000      | EA              | 38,300.00  | 229,800.00     |

**STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER, Invitations to Bid and Contract Awards**

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

**SCOPE-** These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

**PRICES-** Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the invitation to bid. 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.

**EXECUTION-** Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

**FACSIMILE DOCUMENTS-** The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

**VALID BID TIME-** Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the invitation to bid.

**DISCOUNTS-** Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**PAYMENT-** Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

**COLLUSIVE BIDDING-** The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

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

**SPECIFICATIONS-** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the invitation to bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**ALTERNATE/EQUIVALENT BIDS-** Bidder may offer bids which are at variance from the express specifications of the invitation to bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the invitation to bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

**SAMPLES-** When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the invitation to bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the invitation to bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

**RECYCLING-** Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

**LATE BIDS-** All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

**BID OPENING-** Openings shall be public on the date and time specified on the invitation to bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

**NO BID-** If not submitting a bid, respond by returning the invitation to bid form explaining the reason in the space provided. Failure to respond to an invitation to bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

**AWARD-** All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

**BID TABULATIONS-** Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

**PERFORMANCE AND DEFAULT-** The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**IN-STATE PREFERENCE-** A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

**NONDISCRIMINATION-** 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, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1126) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this invitation to bid.

**TAXES-** Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (1) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

**DRUG POLICY -** Bidder certifies that 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.

**GRIEVANCE AND PROTEST-** Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

**NE ACCESS TECHNOLOGY STANDARDS-** Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>



**STATE OF NEBRASKA  
CORNHUSKER STATE INDUSTRIES  
SPECIAL TERMS AND CONDITIONS  
AND  
SPECIFICATIONS FOR LICENSE PLATE SHEETING**

**Scope:**

It is the intent of this Invitation to Bid to establish a contract to supply and deliver Reflective License Plate Sheeting in accordance with the following contract conditions and attached specifications delivered to Cornhusker State Industries as shown on the attached sheet.

**Rights:**

The State reserves the right to and reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Award**

The State of Nebraska reserves the right to purchase item by item, by groups or as a total when the State may benefit by so doing. Award of contract will be made to the lowest responsible bidder(s) in accordance with Statute 81-161, R.R.S. 1943.

**Term of Contract:**

The contract resulting from this Invitation to Bid will be in effect for a period of six (6) years from the date contract award, unless otherwise terminated as provided herein, with the option to renew for three (3) additional one (1) year periods when mutually agreeable with the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable with the vendor and the State of Nebraska.

**Breach of Contract:**

If the Contractor breaches this Contract, the State of Nebraska may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. State of Nebraska shall pay the Contractor only for such performance as has been properly completed and is of use to the State of Nebraska. The State of Nebraska may, at its discretion, contract for provision of the goods or services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

**Non-Compliance Statement:**

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to the Invitation to Bid. Non-compliance to any single specification can void your bid.

**Cancellation Clause:**

The contract may be terminated at any time upon the mutual consent of the parties, or by either party, with or without cause, upon 30 days written notice to the other party.

**Estimated Usage:**

Quantities stated are estimated only to furnish an undetermined quantity of reflective sheeting, as specified, in a given period of time. An estimated annual usage for each type is listed below and is for reference purposes only and is not to be construed as either a minimum or maximum.

The orders shall be for the actual quantities of each item ordered during the life of the contract. Vendor shall not impose minimum order requirements.

| Year       | U of M | 4 color | White | Overlay | Motor Cycle |
|------------|--------|---------|-------|---------|-------------|
| 2013       | rolls  | 350     | 100   | 450     | 5           |
| 2014       | rolls  | 300     | 100   | 400     | 5           |
| 2015       | rolls  | 300     | 150   | 450     | 10          |
| 2016 (new) | rolls  | 900     | 800   | 1700    | 25          |
| 2017 (new) | rolls  | 800     | 200   | 1000    | 15          |
| 2018       | rolls  | 100     | 0     | 100     | 12          |

**Price:**

Pricing is to remain firm for the first year of the contract. If adjustments are necessary at the end of this period, a request for increase must be submitted in writing to the AS/State Purchasing Bureau and Cornhusker State Industries at least thirty (30) days prior to the effective date and accompanied by supporting manufacturer's documentation indicating percentage of increase or any further documentation as requested by the State Purchasing Bureau. Failure to supply any requested supporting documentation may be grounds to cancel the contract. The supporting documentation must clearly establish the increase is for all customers, not to the State of Nebraska alone.

The State further reserves the right to reject any proposed price increase with 15 days of receipt, cancel the contract and re-bid if determined it is in the best interest of the State. No price increases are to be billed without prior written approval by the State Purchasing Bureau.

It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately.

**Delivery:**

Delivery is required to be within 30 days after receipt of order or verbal acknowledgement from the vendor on stock items.

Delivery Location: Cornhusker State Industries  
800 Pioneers Blvd.  
Lincoln, NE 68502

Delivery Hours: Deliveries are to be made between 8:00 a.m. and 2:30 p.m.  
Monday through Friday exclusive of State Holidays

**Orders:**

Orders will be placed on an as needed basis either by, phone, fax, e-mail or Internet (if available). All orders must be identified with a purchase order number clearly marked on each shipment. All packing slips and invoices must list the purchase order number.

Order acknowledgements are required upon receipt of order.

**Billing Address**

NE Department of Correctional Services (NDCS)  
Accounts Payable / CSI  
P.O. Box 94661  
Lincoln, NE 68509-4661  
Or via email to: [dcs.AccountsPayable@nebraska.gov](mailto:dcs.AccountsPayable@nebraska.gov)

**Substitutions**

The vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau and Cornhusker State Industries.

**Reference**

Bidders should list three (3) references of governmental agencies or companies to whom you provide these products and with whom you have had contracts or long-term business relationships. If references are not included with bid bidder will have five business days to provide references upon the State's request. Failure to provide references may be grounds to reject the bid. References may be used as an award factor.

1. Name: CORNHUSKER STATE INDUSTRIES  
 Address: 800 PIONEERS BLVD  
 City & State: LINCOLN, NE 68502  
 Contact Person & Phone Number: PATRICK STULL 402-471-3161 X3262
  
2. Name: TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
 Address: WYNNE UNIT LP HWY 75N FM2821  
 City & State: HUNTSVILLE, TX 77340  
 Contact Person & Phone Number: DUDLEY PARKS 936-291-5138
  
3. Name: STATE OF NEVADA  
 Address: DMV-TAG PLANT 555 WRIGHT WAY  
 City & State: CARSON CITY, NV 89701  
 Contact Person & Phone Number: DENNIS MILLER 775-887-3433

**Customer Service**

Provide the name and phone number of the representative who will be assigned to service the State of Nebraska's account:

Customer Service Representative: RICHARD J. LACLAIR

Phone Number: 800-553-1380 Cell Number: N/A

Fax Number: 800-591-9293

Email Address: MVSSORDERS@MMM.COM

**SPECIFICATIONS****Digital License Plate Reflective License Plate Sheeting with Ensure Image  
Series 9250E/9250T for use on Multi-Year License Plates****Description:**

Digital License Plate (DLP) Reflective License Plate Sheeting series 9250E/9250T is an all-weather, durable, retro reflective sheeting, consisting of lens elements enclosed within a transparent resin and designed for use in the fabrication of multi-year reflective license plates using the DLP System. Plates can be embossed and color processed by roll coating with either transparent or opaque roll coating inks to enhance nighttime safety and legibility of the vehicle identification system. The sheeting appears similar during the day and at night (when viewed by reflected light) and is highly reflective when viewed at both head-on and wide entrance angles..

The reflective sheeting backside is pre-coated with a pressure sensitive adhesive and protected by a removable liner, for application to aluminum license plate substrates without the need for additional adhesive.

**NOTE:** The slitting tolerance for all license plate sheeting is the factory standard of + 1/32"-1/16".

Series 9250E sheeting with Ensure Image contains directional positive identification images or marks that are an integral part of the sheeting and are visible only within a specific viewing angle range. The marks are extremely difficult to counterfeit or imitate, and facilitate visual examination of the finished license plates. For specified purpose of:

- Inventory control
- Production traceability
- Identification of year of manufacture
- Identification of sheeting manufacture.
- Positive field verification of license plate authenticity
- VST (virtual security thread)

Directional identification marks allow for easy visual verification of license plate authenticity as follows:

- A. The centermost mark on the plate is visible to a viewer standing directly in front of the plate at a distance of 4-8 feet. This represents an angle of 30° above perpendicular to the plate.
- B. The centermost mark on the plate is not visible to a viewer:
  1. Standing a distance of either 2 feet or 20 feet directly in front of the plate.
  2. When the viewer has stepped from the head-on viewing position to either side thus forming an angle greater than 45° to the plate.

The directional identification marks are visible in either diffuse daylight or by retro reflected light at night. The marks do not alter the color of the sheeting, reduce the sheeting brightness below the minimum specified levels, or interfere with appearance and legibility of finished license plates. In diffuse daylight, the directional identification marks are equally visible in all standard colors.

The marks cannot be removed by chemical or physical means from the sheeting or the finished license plate without visibly damaging the reflective sheeting.

**Ensure Virtual Security Thread**

Virtual Security Thread contains a second mark that runs vertically or horizontally through standard vehicle registration plates for the purpose of security and anti-counterfeiting. The thread is buried beneath the surface of the sheeting and consists of two(2) sinusoidal waves where one wave appears to float above and one wave appears to float below the Ensure image in the retro-reflective sheeting.

The virtual security thread is visible in the unprinted areas of the plate from inside a standard police vehicle under high beam headlight illumination, as well as outside of the vehicle, on a license plate properly affixed to a vehicle's designated mounting area, from an approximate distance of 0 to 50 feet at a head-on viewing angle. The two sinusoidal wave images are visibly distinct from an approximate distance of 0 to 20 feet. The virtual security thread is not visible when viewed from an angle greater than 45° from the head-on viewing position.

The virtual security thread is verifiable under both diffuse daylight and retro-reflected light at night. The virtual security thread does not alter the color of the sheeting, reduce sheeting brightness below minimum specified brightness levels, or interfere with appearance and legibility of finished license plates. In diffuse daylight the virtual security thread is visible in all standard sheeting colors.

**General Performance:**

Series 9250E/9250T license plate sheeting's should be designed for multi-year applications. Finished plates should perform without appreciable fading, cracking, blistering or peeling for the intended period.

**Performance Characteristics****A. Reflectivity**

The minimum reflectivity values of Series 9250E/9250T sheeting are given below in terms of candlepower per foot-candle per square foot (Candelas per lux per square meter).

Measurements should be conducted in accordance with ASTM E810, "Standard Test Method for Coefficient of Retro-reflection of Retro-reflective Sheeting."

To measure the reflectivity values of applied sheeting, prepare test plates as follows: test plates of same size and format as the actual issue must be produced of the same materials, on the same equipment, and by the same general process of metal cleaning, laminating, embossing or debossing and roll coating as the production plates. The plates must be designed to have a minimum of 36 square inches of flat area in one section of the plate to facilitate photometric testing. All test plates should be conditioned for 24 hours at 72°F ± 5°C and 50 ± 5% R.H. prior to testing and each plate must be thoroughly hand washed (see Cleaning) prior to testing.

Measurements on reflective sheeting with a preprinted graphic design should be taken in an unprinted sheeting area.

The reflectivity of the flat area of the same test plate, totally wet by rain, will not be less than 90% of the values specified above. Wet performance measurements shall be conducted in accordance with ASTM E810.

**Table A**  
**Minimum Coefficient of Retroreflection**  
**Candlepower per foot candle per Square Foot**  
**Candelas per Lux per Square Meter**  
**(0.2° Observation Angle)**

| Sheeting Color         |                 | Entrance Angle <sup>2</sup> |     |
|------------------------|-----------------|-----------------------------|-----|
|                        |                 | -4°                         | 40° |
| <b>Integral Colors</b> |                 |                             |     |
| White                  | 9250E/9250T     | 50                          | 16  |
| Yellow                 | 9251E/9251T     | 25                          | 10  |
| Red                    | 9252E/9252T     | 9                           | 3   |
| Gold                   | 9253E/9253T     | 25                          | 10  |
| Orange                 | 9254E/9254T     | 25                          | 10  |
| Lt. Blue               | 9256E/9256T     | 18                          | 7   |
| Lt. Green              | 9257E/9257T     | 18                          | 7   |
| Lemon Yellow           | 9259E/9259T     | 25                          | 10  |
| <b>Pastel Colors</b>   |                 |                             |     |
| Salmon                 | PC9201E/PC9201T | 35                          | 12  |
| Silver Gray            | PC9202E/PC9202T | 35                          | 12  |
| Sand                   | PC9203E/PC9203T | 35                          | 12  |
| Sunflower              | PC9204E/PC9204T | 35                          | 12  |
| Lime Yellow            | PC9205E/PC9205T | 35                          | 12  |
| Sea Green              | PC9206E/PC9206T | 35                          | 12  |
| Sky Blue               | PC9207E/PC9207T | 35                          | 12  |
| Straw                  | PC9208E/PC9208T | 35                          | 12  |
| Chamois                | PC9209E/PC9209T | 35                          | 12  |

Observation (Divergence) Angle – the angle between the illumination axis and the observation axis.  
 Entrance (Incidence) Angle – The angle from the illumination axis to the retro-reflector axis.  
 The retro-reflector axis is an axis perpendicular to the retro-reflective surface.

**B. Adhesive**

Plates should resist peeling, scuffing, and marring from application surfaces, during normal handling.

**Fabrication of Reflective Plates**

**A. Application**

DLP sheeting series 9250E/9250T, with Protective Overlay Film Series 9097 applied, is designed for application to flat coil or sheet stock by continuous squeeze roll application. Sheeting should be stretched to a minimum of 1% during application to the substrate. A minimum of 48 hours of storage after application of sheeting is recommended before the embossing legends. Laminated blanks must be stored on edge and used within one year after date of receipt of the sheeting for best embossing results.

**B. Embossing and De-bossing**

Sheeting may be embossed up to .067 inches with standard embossing equipment and dies used for license plate production. Minimum embossing temperature is 70°F

**C. Color Processing**

The legend is applied to the sheeting primarily by digital printing in the DLP Print Station with the thermal transfer ribbons described below. A secondary method would be to digitally print the background graphic only and then emboss and roll coat the legends with the 3M recommended high quality transparent or opaque inks.

**Thermal Transfer Ribbons:**

Use 3M Thermal Transfer Ribbons Series TTR 1300, color availability on Product Bulletin TTR1300.

**Cleaning:**

The reflective material shall be easily cleaned by washing with a mixture of water and mild detergent.

The finished surface shall be sufficiently solvent resistant to permit cleaning with solvents such as kerosene, turpentine or other solvents commonly used on vehicle finishes. After rinsing and drying, the plate surface shall show no appreciable change from a new plate surface.

**Packaging and General Characteristics**

The reflective sheeting as supplied shall be of good appearance, free from ragged edges, and cracks, and shall be packaged in accordance with accepted commercial standards.

The reflective sheeting shall be furnished in rolls of the specified widths and lengths. As such, each roll shall contain a minimum of six (6) feet "Stringer" material which shall not be charge as additional square footage.

All sheeting to be palletized, strapped to pallet and shrink wrapped.

**Testing and Warranty Procedures and Requirements:**

For testing and warranty purposes the reflective sheeting and finished plates shall be easily traced to the specific manufacturer's production run or lot from which reflective material originated by means of integral warranty marks. The warranty marks shall be buried below the sheeting surface for durability and shall incorporate the manufacturer's production run number that designates the course of manufacture, year of manufacture and specific lot from which the material was supplied. To assure easy identification, the warranty marks shall be approximately 1.125 inches in diameter on standard 6" x 12" plates and shall be of a design that is mutually agreeable to the State and the sheeting manufacturer. (The manufacturer may vary the number, design and placement under both ambient light and retro-reflected light at night, shall not interfere or conflict with the legibility or the aesthetics of the plate design and shall not reduce sheeting brightness below specified levels.

Multi-Year Plates will be tested.

Periodically, during the useful life (60 months) of the license plates, a random selection of used license plates may be made at designated county offices across the State for testing purposes. A plate from each set selected will be sent to the same facility or laboratory used originally to measure reflective values of the plates.

Reflective License Plate sheeting should retain a coefficient of retro-reflection on the vehicle's rear plate of at least five (5) candlepower per foot candle per 6 inch x 12 inch plate for the number of years being issued.

All measurements shall be made after cleaning the plate according to 3M recommendations and in accordance with ASTM E 810 "Standard Test Method of Coefficient of Retro-reflective

Sheeting" except that the coefficient of luminous intensity shall be determined in accordance with ASTM E 808-01 Para. 3.2.2 and ASTM E 809-02 Para. 12.3.

Graphic preprinted transparent colored areas are to be warranted for the same number of years as the background sheeting.

The vendor shall be responsible for all replacement costs associated with a specific lot; a warranty assessment of \$5.00 per plate will be invoked for failed plates associated with a specific lot. At the State's discretion, reimbursement will be in dollars and/or materials equal to the assessed damage. The State will also reserve the right to cancel the contract for non-performance.

Following the testing for reflective values, the selected plates will be returned to the Department of Motor Vehicles for additional tests.

Such tests may include, but not limited to:

- Examination of the license plates to see if the reflective material shows evidence of cracking, blistering, lifting, or dimensional change.
- Examinations of the license plates to visually assess the plates for color retention, rust or corrosion.
- Examination of the license plates to determine if the overall appearance of the plates is appropriate for identifying a vehicle licensed in the State of Nebraska.

#### Plate Design Service

At the State's request the reflective sheeting supplier shall provide, at no additional cost, a professional design service to assist the State in creating license plates of high legibility, recognizability and desired aesthetics.

The State reserves the right to redesign any or all of the current plates or special plates during any resulting contract period. Special plate category designs shall be provided in standard roll form so that they can be manufactured into finished plates by the same process and on the same machinery used for the basic design covered by this contract. The successful bidder must be able to provide these designs in quantities as limited as one roll material. Any variance in price related to volume or the number of colors used in a particular design must be noted in the vendor's bid.



## POWER OF ATTORNEY

By the authority granted the undersigned by the Deputy General Counsel and Secretary, the individuals listed below are appointed as 3M's, or its designated subsidiaries', true and lawful attorneys-in-fact for it, and in its name, for commercially-available products and services and government-unique products and services (except research and development services<sup>1</sup>) for which 3M or its designated subsidiaries will be a prime contractor or subcontractor to any federal, state or municipal governmental agency in the United States, or to a federal, state or municipal prime contractor or higher tier subcontractor in the United States, to do acts specified on behalf of this Corporation.

- (a) To submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, and documents related thereto, excluding certifications, representations and warranties to comply with certain laws or regulations<sup>2</sup> (hereafter referred to as "certifications"), the following attorneys-in-fact are hereby appointed. Authority may not be sub-delegated.

**Authority for the below individuals applies to the specific Business Unit or staff function indicated, subject to the limitations imposed by their respective General Manager/Vice President or equivalent.**

- |  |   |   |  |
|--|---|---|--|
| <ul style="list-style-type: none"> <li>• <b>3M Purification Inc.</b><br/>Richard P. Couture</li> <li>• <b>3M Unitek Corp.</b><br/>Daniel C. Mitchell</li> <li>• <b>Aero Technologies LLC</b><br/>Perry M. Canniff</li> <li>• <b>Aerospace and Aircraft Maintenance Department</b><br/>Perry M. Canniff</li> <li>• <b>Abrasives Systems Division</b><br/>Perry M. Canniff</li> <li>• <b>Electrical Markets Division</b><br/>Timothy A. Koenig</li> <li>• <b>Energy and Advanced Materials Division</b><br/>Scott R. Hanson</li> </ul> | <ul style="list-style-type: none"> <li>• <b>Electronics Markets, Materials Division</b><br/>Joseph F. Koch</li> <li>• <b>3MESPE</b><br/>Todd M. Scott</li> <li>• <b>Food Safety Division</b><br/>Melissa A. Mallak</li> <li>• <b>Government Bldg Contracts Department</b><br/>Steven L. Kays<br/>Ruth P. Charles<br/>Vivien L. Smith</li> <li>• <b>STA-MHT, Inc</b><br/>Perry M. Canniff</li> <li>• <b>Health Information Systems Div.</b><br/>Andee S. Andriole<br/>Jan C. Cline<br/>Garril L. Garrison<br/>Gerard R. Jennings<br/>Myung H. Kim<br/>John C. Mathison<br/>Terri G. McCubbin<br/>James R. McDonough<br/>Lisa M. Black<br/>Ray J. Terrill Jr.<br/>Deborah A. Mason<br/>Gael V. Kirkpatrick</li> </ul> | <ul style="list-style-type: none"> <li>• <b>Industrial and Adhesive Tapes Division</b><br/><i>Authority for the below individuals applies to Federal Supply Schedule contracts only:</i><br/>Perry M. Canniff</li> <li>• <b>Infection Prevention Division</b><br/>Melanie J. Zahler<br/>Health Care Service Support<br/>Bill J. Biebesheimer</li> <li>• <b>Occupational Health &amp; Environmental Safety Division</b><br/>John E. Flanagan<br/>Thomas L. Ketteman</li> <li>• <b>Office Supplies Division</b><br/>Malcolm P. West</li> <li>• <b>Mobile Interactive Solutions Division</b><br/>Moli A. Summers</li> <li>• <b>Quest Technologies</b><br/>James D. Banach</li> </ul> | <ul style="list-style-type: none"> <li>• <b>Security Systems Division</b><br/>Ella M. Schirali<br/>Nicole A. Christopherson<br/>Catherine J. LeClair<br/>John V. Lehman<br/>David A. Poirton<br/>John F. Sebastian<br/>Mary K. Ziles</li> <li>• <b>Skin and Wound Care Division</b><br/>Melanie J. Zahler</li> <li>• <b>Traffic Safety Systems Division</b><br/>John P. Benz<br/>Matthew J. Egnell<br/>Richard J. LaClair<br/>Daniel P. Moran<br/>John N. Morris<br/>Robert L. Storegard</li> <li>• <b>Venture Tapes Corporation</b><br/>Perry M. Canniff</li> </ul> |
|--|---|---|--|

**Authority for the below individuals applies to the specific Business Unit or staff function indicated.**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• <b>Global Channel Services</b><br/>Paul H. Sander<br/>Derrick E. Hiller</li> <li>• <b>Government Contract Compliance</b><br/>Richard J. Bords<br/>Elizabeth A. Grimes<br/>Karin Stein O'Boyle</li> </ul> | <ul style="list-style-type: none"> <li>• <b>Government Markets</b><br/>Karen A. Kindem<br/>Laurie A. Patriok</li> <li>• <b>Office of General Counsel</b><br/>Richard N. Kuyath</li> </ul> |
|---|---|

<sup>1</sup> Authority to submit proposals and sign contracts for research and development services is managed by the Executive Vice President & Chief Technology Officer for Research & Development.

<sup>2</sup> Product or performance warranties are to be reviewed and accepted by any 3M individual granted authority or responsibility to do so by the applicable business unit or staff group.

(b) To make certifications, except Country of Origin certifications, the following attorneys-in-fact are hereby appointed. Authority may not be sub-delegated, except certifications made by other attorneys-in-fact listed in paragraph (a) may be authorized in writing by one of the individuals listed in paragraph (b) after a determination by one of the individuals in paragraph (b) that such certification is valid. Unfamiliar certifications must be cleared with the Government Contract Compliance department prior to execution.

Authority for the below individuals applies to any Business Unit or staff function indicated.

- **3M Purification Inc.**  
Richard P. Couture
- **3M Unitek Corp.**  
Daniel C. Mitchell
- **Aero Technologies LLC**  
Perry M. Canniff
- **Abrasive Systems Division**  
Perry M. Canniff
- **Aerospace and Aircraft Maintenance Department**  
Perry M. Canniff
- **Energy and Advanced Materials Division**  
Scott R. Hanson
- **Electronics Markets, Materials Division**  
Joseph F. Koch
- **3M ESPE**  
Todd M. Scott
- **Food Safety Division**  
Melissa A. Malik
- **Government R&D Contracts Department**  
Steven L. Keys  
Ruth P. Charles  
Vivian L. Smith
- **STA-NHT, Inc.**  
Perry M. Canniff
- **Health Information Systems Div.**  
Andee S. Andriole  
Lisa M. Black  
Jan C. Cline  
Garril L. Garrison  
Gerald R. Jennings  
Myung H. Kim  
John C. Mathison  
Terri G. McCubbin  
James R. McDonough  
Ray J. Terrill Jr.  
Deborah A. Mason  
Sagi V. Kirkpatrick
- **Infection Prevention Division**  
Melanie J. Zahler
- **Industrial and Adhesive Tapes Division**  
*Authority for the below individual(s) applies to Federal Supply Schedule contracts only:*  
Perry M. Canniff
- **Occupational Health & Environmental Safety Division**  
John E. Flanagan  
Thomas L. Ketteman
- **Quest Technologies**  
James D. Banach
- **Skin and Wound Care Division**  
Melanie J. Zahler
- **Security Systems Division**  
Mary K. Ziles
- **Traffic Safety Systems Division**  
John P. Benz  
Matthew J. Signell  
Richard J. LaClair  
Daniel F. Moran  
John N. Morris  
Robert L. Storegard
- **Venture Taps Corporation**  
Perry M. Canniff

Authority for the below individuals applies to the specific Business Unit or staff function.

- **Global Channel Services**  
Derlok E. Hifer
- **Government Contract Compliance**  
Richard J. Bordes  
Elizabeth A. Grimes  
Karin Stein O'Boyle
- **Government Markets**  
Karen A. Kindem  
Laurie A. Patrick
- **Office of General Counsel**  
Richard N. Kuyath

(c) To make Country of Origin certifications, the following attorney(s)-in-fact are hereby appointed:

- **Office of General Counsel**  
Richard N. Kuyath
- **Trade Compliance Department**  
*Authority may be sub-delegated in writing:*  
Doug G. Whitman

For all appointments, authority ceases or may be subsequently modified upon the individual's change in business unit, staff group or responsibilities, or when employment is terminated. Authority may be withdrawn or modified at any time.

This Power of Attorney revokes all prior Powers of Attorney with respect to the same matters and shall remain in effect until terminated by the undersigned or any other person authorized to grant powers of attorney on behalf of 3M. The undersigned has signed this Power of Attorney on this 10th day of Mar, 2012.

3M Company  
By   
James S. Anderson  
Director, Government Contract Compliance

# State of Nebraska - INVITATION TO BID CONTRACT

**Return to:**  
 State Purchasing Bureau  
 301 Centennial Mall South, First Floor  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, NE 68509-4847  
 Telephone: 402-471-2401  
 Fax: 402-471-2089

|                              |                    |             |        |
|------------------------------|--------------------|-------------|--------|
| <b>Date</b>                  | 9/11/12            | <b>Page</b> | 1 of 4 |
| <b>Solicitation Number</b>   | 4118 OF            |             |        |
| <b>Opening Date and Time</b> | <b>Return Mail</b> |             |        |
| <b>Buyer</b>                 | RUTH GRAY (AS)     |             |        |

**DESTINATION OF GOODS**  
 CORRECTIONS - CORNHUSKER STATE INDSTR  
 800 PIONEERS BLVD  
 LINCOLN NE 68502

Contract to supply and deliver Reflective License Plate Sheeting to the State of Nebraska as per the attached specifications for a six (6) year period from date of award. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to this Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

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: [www.das.state.ne.us](http://www.das.state.ne.us).
2. 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 require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;

No Bid Respond: ( ) Remove From Class-Item OR ( ) Keep Active For Class-Item

**BIDDER MUST COMPLETE THE FOLLOWING**

DISCOUNT PAYMENT TERMS: \_\_\_\_\_ % \_\_\_\_\_ DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within \_\_\_\_\_ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

**Sign** \_\_\_\_\_

Enter Contact Information Below

**Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)**

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

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

# State of Nebraska - INVITATION TO BID CONTRACT

**Return to:**  
 State Purchasing Bureau  
 301 Centennial Mall South, First Floor  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, NE 68509-4847  
 Telephone: 402-471-2401  
 Fax: 402-471-2089

|                              |                    |             |        |
|------------------------------|--------------------|-------------|--------|
| <b>Date</b>                  | 9/11/12            | <b>Page</b> | 2 of 4 |
| <b>Solicitation Number</b>   | 4118 OF            |             |        |
| <b>Opening Date and Time</b> | <b>Return Mail</b> |             |        |
| <b>Buyer</b>                 | RUTH GRAY (AS)     |             |        |

**DESTINATION OF GOODS**  
 CORRECTIONS - CORNHUSKER STATE INDSTR  
 800 PIONEERS BLVD  
 LINCOLN NE 68502

3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

(09/11/12 djg)

**A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!**

**IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.**

<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

Bid Tabulations are available on the internet at <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted.

| INVITATION |  |            |                 |            |                |
|------------|--|------------|-----------------|------------|----------------|
| Line       | Description  | Quantity   | Unit of Measure | Unit Price | Extended Price |
| 1          | GRAPHIC, 2 COLOR, 11.94<br>3M WILL ASSIGN NEW NUMBER     | 100.0000   | RL              | _____      | _____          |
| 2          | GRAPHIC, 3 COLOR, 11.94<br>3M WILL ASSIGN NEW NUMBER     | 100.0000   | RL              | _____      | _____          |
| 3          | GRAPHIC, 4 COLOR, NE 11<br>11.9375"W, 900' RL, 3M 260XPT | 2,650.0000 | RL              | _____      | _____          |

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
301 Centennial Mall South, First Floor  
Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, NE 68509-4847  
Telephone: 402-471-2401  
Fax: 402-471-2089

|                       |                |      |        |
|-----------------------|----------------|------|--------|
| Date                  | 9/11/12        | Page | 3 of 4 |
| Solicitation Number   | 4118 OF        |      |        |
| Opening Date and Time | Return Mail    |      |        |
| Buyer                 | RUTH GRAY (AS) |      |        |

**DESTINATION OF GOODS**  
CORRECTIONS - CORNHUSKER STATE INDSTR  
800 PIONEERS BLVD  
LINCOLN NE 68502

## INVITATION

| Line | Description  | Quantity    | Unit of Measure | Unit Price | Extended Price |
|------|--|-------------|-----------------|------------|----------------|
| 4    | SHEETING, WHITE, 11.94<br>3M 237XTE  | 1,350.0000  | RL              | _____      | _____          |
| 5    | SHEETING, WHITE, 6.94<br>3M DLPMTTE  | 60.0000     | RL              | _____      | _____          |
| 6    | OVERLAY FILM 11.81<br>9097,3M 75-0300-9500-6   | 4,000.0000  | RL              | _____      | _____          |
| 7    | OVERLAY FILM 6.81<br>9097,3M   | 400.0000    | RL              | _____      | _____          |
| 8    | RIBBON,308MMX560M,DARK BLUE<br>TTR1301,3M 75-0301-538-3                                  | 500.0000    | RL              | _____      | _____          |
| 9    | RIBBON,308MMX560M,DARK RED<br>TTR1302,3M 75-0301-539-1                                   | 200.0000    | RL              | _____      | _____          |
| 10   | RIBBON,308MMX560M,BLACK<br>TTR1303,3M 75-0301-540-9                                      | 200.0000    | RL              | _____      | _____          |
| 11   | RIBBON,308MMX560M,CYAN<br>TTR1304,3M 75-0301-541-7                                       | 200.0000    | RL              | _____      | _____          |
| 12   | RIBBON,308MMX560M,MAGENTA<br>TTR1305,3M 75-0301-542-5                                    | 200.0000    | RL              | _____      | _____          |
| 13   | RIBBON,308MMX560M,YELLOW<br>TTR1306,3M 75-0301-543-3                                     | 200.0000    | RL              | _____      | _____          |
| 14   | RIBBON,308MMX560M,FOREST GRN<br>TTR1307,3M 75-0301-554-1                                 | 10,000.0000 | RL              | _____      | _____          |
| 15   | PRINT HEADS<br>DLP002A,3M 75-0300-9361-3   | 200.0000    | EA              | _____      | _____          |
| 16   | ANNUAL PLATE FEE<br>2012 = 1<br>2013 = 1<br>2014 = 1<br>2015 = 1<br>2016 = 1<br>2017 = 1 | 6.0000      | EA              | _____      | _____          |

## STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

**SCOPE-** These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

**PRICES-** Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. 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.

**EXECUTION-** Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

**FACSIMILE DOCUMENTS-** The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

**VALID BID TIME-** Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

**DISCOUNTS-** Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**PAYMENT-** Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

**COLLUSIVE BIDDING-** The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

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

**SPECIFICATIONS-** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**ALTERNATE/EQUIVALENT BIDS-** Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

**SAMPLES-** When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

**RECYCLING-** Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

**LATE BIDS-** All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

**BID OPENING-** Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

**NO BID-** If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

**AWARD-** All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

**BID TABULATIONS-** Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

**PERFORMANCE AND DEFAULT-** The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**IN-STATE PREFERENCE-** A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

**NONDISCRIMINATION-** 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, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

**TAXES-** Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

**DRUG POLICY -** Bidder certifies that 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.

**GRIEVANCE AND PROTEST-** Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

**NE ACCESS TECHNOLOGY STANDARDS-** Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>

**STATE OF NEBRASKA  
CORNHUSKER STATE INDUSTRIES  
SPECIAL TERMS AND CONDITIONS  
AND  
SPECIFICATIONS FOR LICENSE PLATE SHEETING**

**Scope:**

It is the intent of this Invitation to Bid to establish a contract to supply and deliver Reflective License Plate Sheeting in accordance with the following contract conditions and attached specifications delivered to Cornhusker State Industries as shown on the attached sheet.

**Rights:**

The State reserves the right to and reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Award**

The State of Nebraska reserves the right to purchase item by item, by groups or as a total when the State may benefit by so doing. Award of contract will be made to the lowest responsible bidder(s) in accordance with Statute 81-161, R.R.S. 1943.

**Term of Contract:**

The contract resulting from this Invitation to Bid will be in effect for a period of six (6) years from the date contract award, unless otherwise terminated as provided herein, with the option to renew for three (3) additional one (1) year periods when mutually agreeable with the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable with the vendor and the State of Nebraska.

**Breach of Contract:**

If the Contractor breaches this Contract, the State of Nebraska may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. State of Nebraska shall pay the Contractor only for such performance as has been properly completed and is of use to the State of Nebraska. The State of Nebraska may, at its discretion, contract for provision of the goods or services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

**Non-Compliance Statement:**

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to the Invitation to Bid. Non-compliance to any single specification can void your bid.

**Cancellation Clause:**

The contract may be terminated at any time upon the mutual consent of the parties, or by either party, with or without cause, upon 30 days written notice to the other party.

**Estimated Usage:**

Quantities stated are estimated only to furnish an undetermined quantity of reflective sheeting, as specified, in a given period of time. An estimated annual usage for each type is listed below and is for reference purposes only and is not to be construed as either a minimum or maximum.

The orders shall be for the actual quantities of each item ordered during the life of the contract. Vendor shall not impose minimum order requirements.

| Year          | U of M | 4 color | White | Overlay | Motor Cycle |
|---------------|--------|---------|-------|---------|-------------|
| 2013          | rolls  | 350     | 100   | 450     | 5           |
| 2014          | rolls  | 300     | 100   | 400     | 5           |
| 2015          | rolls  | 300     | 150   | 450     | 10          |
| 2016<br>(new) | rolls  | 900     | 800   | 1700    | 25          |
| 2017<br>(new) | rolls  | 800     | 200   | 1000    | 15          |
| 2018          | rolls  | 100     | 0     | 100     | 12          |

**Price:**

Pricing is to remain firm for the first year of the contract. If adjustments are necessary at the end of this period, a request for increase must be submitted in writing to the AS/State Purchasing Bureau and Cornhusker State Industries at least thirty (30) days prior to the effective date and accompanied by supporting manufacturer's documentation indicating percentage of increase or any further documentation as requested by the State Purchasing Bureau. Failure to supply any requested supporting documentation may be grounds to cancel the contract. The supporting documentation must clearly establish the increase is for all customers, not to the State of Nebraska alone.

The State further reserves the right to reject any proposed price increase with 15 days of receipt, cancel the contract and re-bid if determined it is in the best interest of the State. No price increases are to be billed without prior written approval by the State Purchasing Bureau.

It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately.

**Delivery:**

Delivery is required to be within 30 days after receipt of order or verbal acknowledgement from the vendor on stock items.

Delivery Location: Cornhusker State Industries  
800 Pioneers Blvd.  
Lincoln, NE 68502

Delivery Hours: Deliveries are to be made between 8:00 a.m. and 2:30 p.m.  
Monday through Friday exclusive of State Holidays

**Orders:**

Orders will be placed on an as needed basis either by, phone, fax, e-mail or Internet (if available). All orders must be identified with a purchase order number clearly marked on each shipment. All packing slips and invoices must list the purchase order number.



Order acknowledgements are required upon receipt of order.

**Billing Address**

NE Department of Correctional Services (NDCS)  
Accounts Payable / CSI  
P.O. Box 94661  
Lincoln, NE 68509-4661  
Or via email to: [dcs.AccountsPayable@nebraska.gov](mailto:dcs.AccountsPayable@nebraska.gov)

**Substitutions**

The vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau and Cornhusker State Industries.

**Reference**

Bidders should list three (3) references of governmental agencies or companies to whom you provide these products and with whom you have had contracts or long-term business relationships. If references are not included with bid bidder will have five business days to provide references upon the State's request. Failure to provide references may be grounds to reject the bid. References may be used as an award factor.

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Contact Person & Phone Number: \_\_\_\_\_
  
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Contact Person & Phone Number: \_\_\_\_\_
  
3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Contact Person & Phone Number: \_\_\_\_\_

**Customer Service**

Provide the name and phone number of the representative who will be assigned to service the State of Nebraska's account:

Customer Service Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## SPECIFICATIONS

### Digital License Plate Reflective License Plate Sheeting with Ensure Image Series 9250E/9250T for use on Multi-Year License Plates

#### **Description:**

Digital License Plate (DLP) Reflective License Plate Sheeting series 9250E/9250T is an all-weather, durable, retro reflective sheeting, consisting of lens elements enclosed within a transparent resin and designed for use in the fabrication of multi-year reflective license plates using the DLP System. Plates can be embossed and color processed by roll coating with either transparent or opaque roll coating inks to enhance nighttime safety and legibility of the vehicle identification system. The sheeting appears similar during the day and at night (when viewed by reflected light) and is highly reflective when viewed at both head-on and wide entrance angles..

The reflective sheeting backside is pre-coated with a pressure sensitive adhesive and protected by a removable liner, for application to aluminum license plate substrates without the need for additional adhesive.

NOTE: The slitting tolerance for all license plate sheeting is the factory standard of + 1/32"-1/16".

Series 9250E sheeting with Ensure Image contains directional positive identification images or marks that are an integral part of the sheeting and are visible only within a specific viewing angle range. The marks are extremely difficult to counterfeit or imitate, and facilitate visual examination of the finished license plates. For specified purpose of:

- Inventory control
- Production traceability
- Identification of year of manufacture
- Identification of sheeting manufacture.
- Positive field verification of license plate authenticity
- VST (virtual security thread)

Directional identification marks allow for easy visual verification of license plate authenticity as follows:

- A. The centermost mark on the plate is visible to a viewer standing directly in front of the plate at a distance of 4-8 feet. This represents an angle of 30° above perpendicular to the plate.
- B. The centermost mark on the plate is not visible to a viewer:
  1. Standing a distance of either 2 feet or 20 feet directly in front of the plate.
  2. When the viewer has stepped from the head-on viewing position to either side thus forming an angle greater than 45° to the plate.

The directional identification marks are visible in either diffuse daylight or by retro reflected light at night. The marks do not alter the color of the sheeting, reduce the sheeting brightness below the minimum specified levels, or interfere with appearance and legibility of finished license plates. In diffuse daylight, the directional identification marks are equally visible in all standard colors.

The marks cannot be removed by chemical or physical means from the sheeting or the finished license plate without visibly damaging the reflective sheeting.

### **Ensure Virtual Security Thread**

Virtual Security Thread contains a second mark that runs vertically or horizontally through standard vehicle registration plates for the purpose of security and anti-counterfeiting. The thread is buried beneath the surface of the sheeting and consists of two(2) sinusoidal waves where one wave appears to float above and one wave appears to float below the Ensure image in the retro-reflective sheeting.

The virtual security thread is visible in the unprinted areas of the plate from inside a standard police vehicle under high beam headlight illumination, as well as outside of the vehicle, on a license plate properly affixed to a vehicle's designated mounting area, from an approximate distance of 0 to 50 feet at a head-on viewing angle. The two sinusoidal wave images are visibly distinct from an approximate distance of 0 to 20 feet. The virtual security thread is not visible when viewed from an angle greater than 45° from the head-on viewing position.

The virtual security thread is verifiable under both diffuse daylight and retro-reflected light at night. The virtual security thread does not alter the color of the sheeting, reduce sheeting brightness below minimum specified brightness levels, or interfere with appearance and legibility of finished license plates. In diffuse daylight the virtual security thread is visible in all standard sheeting colors.

### **General Performance:**

Series 9250E/9250T license plate sheeting's should be designed for multi-year applications. Finished plates should perform without appreciable fading, cracking, blistering or peeling for the intended period.

### **Performance Characteristics**

#### **A. Reflectivity**

The minimum reflectivity values of Series 9250E/9250T sheeting are given below in terms of candlepower per foot-candle per square foot (Candelas per lux per square meter). Measurements should be conducted in accordance with ASTM E810, "Standard Test Method for Coefficient of Retro-reflection of Retro-reflective Sheeting."

To measure the reflectivity values of applied sheeting, prepare test plates as follows: test plates of same size and format as the actual issue must be produced of the same materials, on the same equipment, and by the same general process of metal cleaning, laminating, embossing or debossing and roll coating as the production plates. The plates must be designed to have a minimum of 36 square inches of flat area in one section of the plate to facilitate photometric testing. All test plates should be conditioned for 24 hours at 72°F ± 5°C and 50 ± 5% R.H. prior to testing and each plate must be thoroughly hand washed (see Cleaning) prior to testing.

Measurements on reflective sheeting with a preprinted graphic design should be taken in an unprinted sheeting area.

The reflectivity of the flat area of the same test plate, totally wet by rain, will not be less than 90% of the values specified above. Wet performance measurements shall be conducted in accordance with ASTM E810.

**Table A**

Minimum Coefficient of Retroreflection  
Candlepower per foot candle per Square Foot  
Candelas per Lux per Square Meter  
(0.2° Observation Angle<sup>1</sup>)

| Sheeting Color         |                 | Entrance Angle <sup>2</sup> |     |
|------------------------|-----------------|-----------------------------|-----|
|                        |                 | -4°                         | 40° |
| <b>Integral Colors</b> |                 |                             |     |
| White                  | 9250E/9250T     | 50                          | 16  |
| Yellow                 | 9251E/9251T     | 25                          | 10  |
| Red                    | 9252E/9252T     | 9                           | 3   |
| Gold                   | 9253E/9253T     | 25                          | 10  |
| Orange                 | 9254E/9254T     | 25                          | 10  |
| Lt. Blue               | 9256E/9256T     | 18                          | 7   |
| Lt. Green              | 9257E/9257T     | 18                          | 7   |
| Lemon Yellow           | 9259E/9259T     | 25                          | 10  |
| <b>Pastel Colors</b>   |                 |                             |     |
| Salmon                 | PC9201E/PC9201T | 35                          | 12  |
| Silver Gray            | PC9202E/PC9202T | 35                          | 12  |
| Sand                   | PC9203E/PC9203T | 35                          | 12  |
| Sunflower              | PC9204E/PC9204T | 35                          | 12  |
| Lime Yellow            | PC9205E/PC9205T | 35                          | 12  |
| Sea Green              | PC9206E/PC9206T | 35                          | 12  |
| Sky Blue               | PC9207E/PC9207T | 35                          | 12  |
| Straw                  | PC9208E/PC9208T | 35                          | 12  |
| Chamois                | PC9209E/PC9209T | 35                          | 12  |

Observation (Divergence) Angle – the angle between the illumination axis and the observation axis.

Entrance (Incidence) Angle – The angle from the illumination axis to the retro-reflector axis.

The retro-reflector axis is an axis perpendicular to the retro-reflective surface.

**B. Adhesive**

Plates should resist peeling, scuffing, and marring from application surfaces, during normal handling.

**Fabrication of Reflective Plates**

**A. Application**

DLP sheeting series 9250E/9250T, with Protective Overlay Film Series 9097 applied, is designed for application to flat coil or sheet stock by continuous squeeze roll application. Sheeting should be stretched to a minimum of 1% during application to the substrate. A minimum of 48 hours of storage after application of sheeting is recommended before the embossing legends. Laminated blanks must be stored on edge and used within one year after date of receipt of the sheeting for best embossing results.

**B. Embossing and De-bossing**

Sheeting may be embossed up to .067 inches with standard embossing equipment and dies used for license plate production. Minimum embossing temperature is 70°F

### **C. Color Processing**

The legend is applied to the sheeting primarily by digital printing in the DLP Print Station with the thermal transfer ribbons described below. A secondary method would be to digitally print the background graphic only and then emboss and roll coat the legends with the 3M recommended high quality transparent or opaque inks.

#### **Thermal Transfer Ribbons:**

Use 3M Thermal Transfer Ribbons Series TTR 1300, color availability on Product Bulletin TTR1300.

#### **Cleaning:**

The reflective material shall be easily cleaned by washing with a mixture of water and mild detergent.

The finished surface shall be sufficiently solvent resistant to permit cleaning with solvents such as kerosene, turpentine or other solvents commonly used on vehicle finishes. After rinsing and drying, the plate surface shall show no appreciable change from a new plate surface.

#### **Packaging and General Characteristics**

The reflective sheeting as supplied shall be of good appearance, free from ragged edges, and cracks, and shall be packaged in accordance with accepted commercial standards.

The reflective sheeting shall be furnished in rolls of the specified widths and lengths. As such, each roll shall contain a minimum of six (6) feet "Stringer" material which shall not be charge as additional square footage.

All sheeting to be palletized, strapped to pallet and shrink wrapped.

#### **Testing and Warranty Procedures and Requirements:**

For testing and warranty purposes the reflective sheeting and finished plates shall be easily traced to the specific manufacturer's production run or lot from which reflective material originated by means of integral warranty marks. The warranty marks shall be buried below the sheeting surface for durability and shall incorporate the manufacturer's production run number that designates the course of manufacture, year of manufacture and specific lot from which the material was supplied. To assure easy identification, the warranty marks shall be approximately 1.125 inches in diameter on standard 6" x 12" plates and shall be of a design that is mutually agreeable to the State and the sheeting manufacturer. (The manufacturer may vary the number, design and placement under both ambient light and retro-reflected light at night, shall not interfere or conflict with the legibility or the aesthetics of the plate design and shall not reduce sheeting brightness below specified levels.

Multi-Year Plates will be tested.

Periodically, during the useful life (60 months) of the license plates, a random selection of used license plates may be made at designated county offices across the State for testing purposes. A plate from each set selected will be sent to the same facility or laboratory used originally to measure reflective values of the plates.

Reflective License Plate sheeting should retain a coefficient of retro-reflection on the vehicle's rear plate of at least five (5) candlepower per foot candle per 6 inch x 12 inch plate for the number of years being issued.

All measurements shall be made after cleaning the plate according to 3M recommendations and in accordance with ASTM E 810 "Standard Test Method of Coefficient of Retro-reflective

Sheeting” except that the coefficient of luminous intensity shall be determined in accordance with ASTM E 808-01 Para. 3.2.2 and ASTM E 809-02 Para.12.3

Graphic preprinted transparent colored areas are to be warranted for the same number of years as the background sheeting.

The vendor shall be responsible for all replacement costs associated with a specific lot; a warranty assessment of \$5.00 per plate will be invoked for failed plates associated with a specific lot. At the State’s discretion, reimbursement will be in dollars and/or materials equal to the assessed damage. The State will also reserve the right to cancel the contract for non-performance.

Following the testing for reflective values, the selected plates will be returned to the Department of Motor Vehicles for additional tests.

Such tests may include, but not limited to:

- Examination of the license plates to see if the reflective material shows evidence of cracking, blistering, lifting, or dimensional change.
- Examinations of the license plates to visually assess the plates for color retention, rust or corrosion.
- Examination of the license plates to determine if the overall appearance of the plates is appropriate for identifying a vehicle licensed in the State of Nebraska.

#### **Plate Design Service**

At the State’s request the reflective sheeting supplier shall provide, at no additional cost, a professional design service to assist the State in creating license plates of high legibility, recognizability and desired aesthetics.

The State reserves the right to redesign any or all of the current plates or special plates during any resulting contract period. Special plate category designs shall be provided in standard roll form so that they can be manufactured into finished plates by the same process and on the same machinery used for the basic design covered by this contract. The successful bidder must be able to provide these designs in quantities as limited as one roll material. Any variance in price related to volume or the number of colors used in a particular design must be noted in the vendor’s bid.