

RE 12R-88  
C-12-0173  
APR 12  
LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN and LANCASTER COUNTY  
NEBRASKA**

**Supply and Deliver Reflective Sheeting  
State of Nebraska Contract Number 13172 OC**

**Contractor:  
3M Company  
Traffic Safety Systems  
3M Center Bldg 235-3A-09  
Saint Paul, MN 55144-1000**

**CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **3M Company, Traffic Safety Systems, 3M Center Bldg. 235-3A-09, Saint Paul, MN 55144-1000** hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the "Owners".

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the **State of Nebraska Contract Number 13172 OC, dated January 31, 2012**, which was prepared in accordance with the State of Nebraska's usual and customary laws, procedures and policies, and have approved and adopted said documents connected with said, Work, to-wit:

WHEREAS, Lincoln Municipal Code §2.18.030 (c) allows the City of Lincoln to join with other entities of government for cooperative purchasing; and

WHEREAS, the Contractor, in response to the Owners' request to participate in said State of Nebraska contract, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Nebraska, with only those exceptions stated herein; and

WHEREAS, the State of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Agreement between **3M Company** and the **State of Nebraska, Contract Number 13172 OC, dated January 31, 2012**, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to supply and deliver Reflective Sheeting to/for the Owners' various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The initial term of this contract is for a period beginning **February 1, 2012 thru January 31, 2014.**
  - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms not to exceed the term of the current State of Nebraska contract.
  - 2.2 If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
  - 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing of services provided are pursuant to the Contract between 3M Company, and the State of Nebraska, Contract Number 13172 OC, executed by the State of Nebraska on January 31, 2012, a copy thereof being attached to and made a part of this Contract.
  - 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners Specifications and approval. Each Owner location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing both the City of Lincoln and the Lancaster County, Nebraska.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. The Owners may terminate this Contract upon fourteen (14) days written notice to the Contractor for any reason without penalty to the Owners.
  - 8.2 Termination for Cause. The Owners may terminate the Contract if the Contractor:
    - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver reflective sheeting.
    - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 8.2.3 Otherwise commits a substantial breach of any provision of the Contract Document.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Contract between **3M Company** and the State of Nebraska, Contract Number **13172 OC, dated January 31, 2012**, and the original proposal submitted by **3M Company**.
10. The Contract Documents comprise the Contract, and consist of the following:
- 1. Contract Agreement.
  - 2. Contract between **3M Company** and the 13172 OC, dated January 31, 2012.

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved by Resolution No. \_\_\_\_\_

dated \_\_\_\_\_

**EXECUTION BY LANCASTER COUNTY**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster County, Nebraska

*to*  
Brittany Strauss  
Lancaster County Attorney

\_\_\_\_\_  
Jane Johnson  
\_\_\_\_\_  
Kimberly  
\_\_\_\_\_  
John  
\_\_\_\_\_  
David Hudius  
\_\_\_\_\_  
Scott  
Dated: 4/12/12

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

3M COMPANY  
\_\_\_\_\_  
Name of Corporation  
3M CENTER, BLDG 235-3A-09  
ST. PAUL, MN 55144-1000  
\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(SEAL)  
Secretary

Ruth L. Stumpf

By: John N. Morris  
Duly Authorized Official  
JOHN N. MORRIS  
CONTRACT ADMINISTRATOR  
\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

# STATE OF NEBRASKA CONTRACT AMENDMENT

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

**CONTRACT NUMBER**  
**13172 ZC**

PAGE 1 of 16	ORDER DATE 03/15/12
BUSINESS UNIT 46070025	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 501869	
VENDOR ADDRESS:  3M COMPANY TRAFFIC SAFETY SYSTEMS 3M CENTER BLDG 235-3A-09 SAINT PAUL MINNESOTA 55144-1000	

THE CONTRACT PERIOD IS:

**FEBRUARY 01, 2012 THROUGH JANUARY 31, 2014**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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 OTHERS 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 3868 ZF

Contract to supply and deliver Reflective Sign Sheeting to the State of Nebraska as per the attached specifications, terms and conditions for a period of two (2) years beginning February 1, 2012 through January 31, 2014. 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.

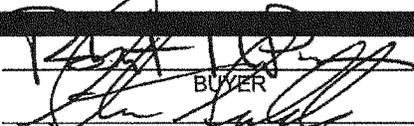
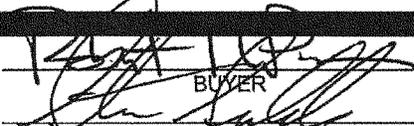
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

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 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.

  
BUYER  
  
MATERIEL ADMINISTRATOR

# 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  
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Fax: (402) 471-2089

**CONTRACT NUMBER**  
**13172 ZC**

<b>PAGE</b> 2 of 16	<b>ORDER DATE</b> 01/31/12
<b>BUSINESS UNIT</b> 46070025	<b>BUYER</b> LISA ROLIK (AS)
<b>VENDOR NUMBER:</b> 501869	

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: John N. Morris  
Phone: 800-553-1380  
Fax: 888-246-9793  
E-Mail: tbidgroup@mmm.com

(01/31/12 bl)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FILM, TRANSPARENT, RED, 48" 3M 1172C-48  SF/ROLL: 600	50.0000	RL	540.0000
2	FILM, TRANSPARENT, BLUE, 48" 3M 1175C-48  SF/ROLL: 600	50.0000	RL	540.0000
3	FILM, TRANSPARENT, GREEN, 48" 3M 1177C-48	50.0000	RL	540.0000

  
BUYER INITIALS

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PAGE 3 of 16	ORDER DATE 01/31/12
BUSINESS UNIT 46070025	BUYER LISA ROLIK (AS)
VENDOR NUMBER: 501869	

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SF/ROLL: 600			
4	FILM, TRANSPARENT, BROWN, 24" 3M 1179C-24	50.0000	RL	270.0000
	SF/ROLL: 300			
5	FILM, TRANSPARENT, BROWN, 36" 3M 1179C-36	50.0000	RL	405.0000
	SF/ROLL: 450			
6	FILM, TRANSPARENT, BROWN, 48" 3M 1179C-48	50.0000	RL	540.0000
	SF/ROLL: 600			
7	SHEETING, BARRICADE, 12" 3M 334L-12	50.0000	RL	177.0000
	SF/ROLL: 150			
8	SHEETING, BARRICADE, 12" 3M 334R-12	50.0000	RL	177.0000
	SF/ROLL: 150			
9	SHEETING, PRISMATIC, WHITE, 15" ENGINEER GRADE, 3M 3430-15	50.0000	RL	129.3800
	SF/ROLL: 187.5			
10	SHEETING, PRISMATIC, WHITE, 24" ENGINEER GRADE, 3M 3430-24	50.0000	RL	207.0000
	SF/ROLL: 300			
11	SHEETING, PRISMATIC, WHITE, 30" ENGINEER GRADE, 3M 3430-30	50.0000	RL	258.7500

*LR*  
BUYER INITIALS

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PAGE 4 of 16	ORDER DATE 01/31/12
BUSINESS UNIT 46070025	BUYER LISA ROLIK (AS)
VENDOR NUMBER: 501869	

**CONTRACT NUMBER**  
 13172 ZC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SF/ROLL: 375			
12	SHEETING, PRISMATIC, WHITE, 48" ENGINEER GRADE, 3M 3430-48  SF/ROLL: 600	50.0000	RL	414.0000
13	SHEETING, FLUORESNT, ORG, 12.75" 3M 3924S-12.75  SF/ROLL: 159.375	50.0000	RL	350.6300
14	SHEETING, FLUORESNT, ORANGE, 18" 3M 3924S-18  SF/ROLL: 225	50.0000	RL	495.0000
15	SHEETING, FLUORESNT, ORANGE, 24" 3M 3924S-24  SF/ROLL: 300	50.0000	RL	660.0000
16	SHEETING, FLUORESNT, ORANGE, 30" 3M 3924S-30  SF/ROLL: 375	50.0000	RL	825.0000
17	SHEETING, FLUORESNT, ORANGE, 36" 3M 3924S-36  SF/ROLL: 450	50.0000	RL	990.0000
18	SHEETING, FLUORESNT, ORANGE, 48" 3M 3924S-48  SF/ROLL: 600	50.0000	RL	1,320.0000
19	SHEETING, HI INTENS, WHITE, 1" 3M 3930-1	50.0000	RL	14.7500

*LR*

BUYER INITIALS

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**13172 ZC**

<b>PAGE</b> 5 of 16		<b>ORDER DATE</b> 01/31/12	
<b>BUSINESS UNIT</b> 46070025		<b>BUYER</b> LISA ROLIK (AS)	
<b>VENDOR NUMBER:</b> 501869			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SF/ROLL: 12.5			
20	SHEETING, HI INTENS, WHT, 12.75" 3M 3930-12.75	50.0000	RL	188.0600
	SF/ROLL: 159.375			
21	SHEETING, HI INTENS, WHITE, 18" 3M 3930-18	50.0000	RL	265.5000
	SF/ROLL: 225			
22	SHEETING, HI INTENS, WHITE, 2" 3M 3930-2	50.0000	RL	29.5000
	SF/ROLL: 25			
23	SHEETING, HI INTENS, WHITE, 21" 3M 3930-21	50.0000	RL	309.7500
	SF/ROLL: 262.5			
24	SHEETING, HI INTENS, WHITE, 24" 3M 3930-24	50.0000	RL	354.0000
	SF/ROLL: 300			
25	SHEETING, HI INTENS, WHITE, 3" 3M 3930-3	50.0000	RL	44.2500
	SF/ROLL: 37.5			
26	SHEETING, HI INTENS, WHITE, 30" 3M 3930-30	50.0000	RL	442.5000
	SF/ROLL: 375			
27	SHEETING, HI INTENS, WHITE, 36" 3M 3930-36	50.0000	RL	531.0000

  
BUYER INITIALS

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PAGE 6 of 16	ORDER DATE 01/31/12
BUSINESS UNIT 46070025	BUYER LISA ROLIK (AS)
VENDOR NUMBER: 501869	

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SF/ROLL: 450			
28	SHEETING, HI INTENS, WHITE,48" 3M 3930-48  SF/ROLL: 600	50.0000	RL	708.0000
29	SHEETING, HI INTENS,YLW,12.75" 3M 3931-12.75  SF/ROLL: 159.375	50.0000	RL	188.0600
30	SHEETING, HI INTENS,YELLOW,18" 3M 3931-18  SF/ROLL: 225	50.0000	RL	265.5000
31	SHEETING, HI INTENS,YELLOW,24" 3M 3931-24  SF/ROLL: 300	50.0000	RL	354.0000
32	SHEETING, HI INTENS,YELLOW,30" 3M 3931-30  SF/ROLL: 375	50.0000	RL	442.5000
33	SHEETING, HI INTENS,YELLOW,36" 3M 3931-36  SF/ROLL: 450	50.0000	RL	531.0000
34	SHEETING, HI INTENS,YELLOW,42" 3M 3931-42  SF/ROLL: 525	50.0000	RL	619.5000
35	SHEETING,HI INTENS, ORANGE,48" 3M 3934-48	50.0000	RL	708.0000

*LR*

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PAGE 7 of 16	ORDER DATE 01/31/12
BUSINESS UNIT 46070025	BUYER LISA ROLIK (AS)
VENDOR NUMBER: 501869	

**CONTRACT NUMBER**  
13172 ZC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SF/ROLL: 600			
36	SHEETING, HI INTENS, BLUE, 12.75" 3M 3935-12.75  SF/ROLL: 159.375	50.0000	RL	188.0600
37	SHEETING, HI INTENS, BLUE, 18" 3M 3935-18  SF/ROLL: 225	50.0000	RL	265.5000
38	SHEETING, HI INTENS, BLUE, 24" 3M 3935-24  SF/ROLL: 300	50.0000	RL	354.0000
39	SHEETING, HI INTENS, BLUE, 30" 3M 3935-30  SF/ROLL: 375	50.0000	RL	442.5000
40	SHEETING, HI INTENS, BLUE, 36" 3M 3935-36  SF/ROLL: 450	50.0000	RL	531.0000
41	SHEETING, HI INTENS, BLUE, 48" 3M 3935-48  SF/ROLL: 600	50.0000	RL	708.0000
42	SHEETING, HI INTENS, GRN, 12.75" 3M 3937-12.75  SF/ROLL: 159.375	50.0000	RL	188.0600
43	SHEETING, HI INTENS, GREEN, 14" 3M 3937-14	50.0000	RL	206.5000

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BUYER INITIALS

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PAGE 8 of 16	ORDER DATE 01/31/12
BUSINESS UNIT 46070025	BUYER LISA ROLIK (AS)
VENDOR NUMBER: 501869	

**CONTRACT NUMBER**  
13172 ZC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SF/ROLL: 175			
44	SHEETING, HI INTENS, GREEN,16" 3M 3937-16	50.0000	RL	236.0000
	SF/ROLL: 200			
45	SHEETING, HI INTENS, GREEN,18" 3M 3937-18	50.0000	RL	265.5000
	SF/ROLL: 225			
46	SHEETING, HI INTENS, GREEN,24" 3M 3937-24	50.0000	RL	354.0000
	SF/ROLL: 300			
47	SHEETING, HI INTENS, GREEN,30" 3M 3937-30	50.0000	RL	442.5000
	SF/ROLL: 375			
48	SHEETING, HI INTENS, GREEN,36" 3M 3937-36	50.0000	RL	531.0000
	SF/ROLL: 450			
49	SHEETING, HI INTENS, GREEN,42" 3M 3937-42	50.0000	RL	619.5000
	SF/ROLL: 525			
50	SHEETING, HI INTENS, GREEN,48" 3M 3937-48	50.0000	RL	708.0000
	SF/ROLL: 600			
51	SHEETING, HI INTENS, BRN,12.75" 3M 3939-12.75	50.0000	RL	188.0600

*LR*  
BUYER INITIALS

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PAGE 9 of 16	ORDER DATE 01/31/12
BUSINESS UNIT 46070025	BUYER LISA ROLIK (AS)
VENDOR NUMBER: 501869	

**CONTRACT NUMBER**  
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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SF/ROLL: 159.375			
52	SHEETING, HI INTENS, BROWN,18" 3M 3939-18	50.0000	RL	265.5000
	SF/ROLL: 225			
53	SHEETING, HI INTENS, BROWN,21" 3M 3939-21	50.0000	RL	309.7500
	SF/ROLL: 262.50			
54	SHEETING, HI INTENS, BROWN,24" 3M 3939-24	50.0000	RL	354.0000
	SF/ROLL: 300			
55	SHEETING, HI INTENS, BROWN,30" 3M 3939-30	50.0000	RL	442.5000
	SF/ROLL: 375			
56	SHEETING, HI INTENS, BROWN,36" 3M 3939-36	50.0000	RL	531.0000
	SF/ROLL: 450			
57	SHEETING, HI INTENS, BROWN,48" 3M 3939-48	50.0000	RL	708.0000
	SF/ROLL: 600			
58	SHEETING,FLUORESNT,YLW GRN,21" 3M 3983-21	50.0000	RL	624.7500
	SF/ROLL: 262.50			
59	SHEETING,FLUORESNT,YLW GRN,24" 3M 3983-24	50.0000	RL	714.0000

*LR*  
 BUYER INITIALS

# 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

**CONTRACT NUMBER**  
**13172 ZC**

PAGE 10 of 16	ORDER DATE 01/31/12
BUSINESS UNIT 46070025	BUYER LISA ROLIK (AS)
VENDOR NUMBER: 501869	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SF/ROLL: 300			
60	SHEETING,FLUORESNT,YLW GRN,30" 3M 3983-30	50.0000	RL	892.5000
	SF/ROLL: 375			
61	SHEETING,FLUORESNT,YLW GRN,36" 3M 3983-36	50.0000	RL	1,071.0000
	SF/ROLL: 450			
62	SHEETING,FLUORESNT,YLW GRN,48" 3M 3983-48	50.0000	RL	1,428.0000
	SF/ROLL: 600			
63	SHEETING, YELLOW DG3,12.75" 3M 4081-12.75	50.0000	RL	589.6900
	SF/ROLL: 159.375			
64	SHEETING, YELLOW DG3, 18" 3M 4081-18	50.0000	RL	832.5000
	SF/ROLL: 225			
65	SHEETING, YELLOW DG3, 24" 3M 4081-24	50.0000	RL	1,110.0000
	SF/ROLL: 300			
66	SHEETING, YELLOW DG3, 30" 3M 4081-30	50.0000	RL	1,387.5000
	SF/ROLL: 375			
67	SHEETING, YELLOW DG3, 36" 3M 4081-36	50.0000	RL	1,665.0000

  
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PAGE 11 of 16		ORDER DATE 01/31/12
BUSINESS UNIT 46070025		BUYER LISA ROLIK (AS)
VENDOR NUMBER: 501869		

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SF/ROLL: 450			
68	SHEETING, YELLOW DG3, 48" 3M 4081-48  SF/ROLL: 600	50.0000	RL	2,220.0000
69	SHEETING, YELLOW GREEN DG3, 21" 3M 4083-21  SF/ROLL: 262.50	50.0000	RL	971.2500
70	SHEETING, WHITE DG3, 12.75" 3M 4090-12.75  SF/ROLL: 159.375	50.0000	RL	589.6900
71	SHEETING, WHITE DG3, 16" 3M 4090-16  SF/ROLL: 200	50.0000	RL	740.0000
72	SHEETING, WHITE DG3, 18" 3M 4090-18  SF/ROLL: 225	50.0000	RL	832.5000
73	SHEETING, WHITE DG3, 2" 3M 4090-2  SF/ROLL: 25	50.0000	RL	92.5000
74	SHEETING, WHITE DG3, 21" 3M 4090-21  SF/ROLL: 262.50	50.0000	RL	971.2500
75	SHEETING, WHITE DG3, 24" 3M 4090-24	50.0000	RL	1,110.0000

*LR*  
 BUYER INITIALS

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PAGE 12 of 16	ORDER DATE 01/31/12
BUSINESS UNIT 46070025	BUYER LISA ROLIK (AS)
VENDOR NUMBER: 501869	

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SF/ROLL: 300			
76	SHEETING, WHITE DG3, 3" 3M 4090-3	50.0000	RL	138.7500
	SF/ROLL: 37.50			
77	SHEETING, WHITE DG3 30" 3M 4090-30	50.0000	RL	1,387.5000
	SF/ROLL: 375			
78	SHEETING, WHITE DG3, 36" 3M 4090-36	50.0000	RL	1,665.0000
	SF/ROLL: 450			
79	SHEETING, WHITE DG3, 48" 3M 4090-48	50.0000	RL	2,220.0000
	SF/ROLL: 600			
80	SHEETING, GREEN DG3, 12.75" 3M 4097-12.75	50.0000	RL	589.6900
	SF/ROLL: 159.375			
81	SHEETING, GREEN DG3, 16" 3M 4097-16	50.0000	RL	740.0000
	SF/ROLL: 200			
82	SHEETING, GREEN DG3, 18" 3M 4097-18	50.0000	RL	832.5000
	SF/ROLL: 225			
83	SHEETING, GREEN DG3, 48" 3M 4097-48	50.0000	RL	2,220.0000

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BUYER INITIALS

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PAGE 13 of 16	ORDER DATE 01/31/12
BUSINESS UNIT 46070025	BUYER LISA ROLIK (AS)
VENDOR NUMBER: 501869	

**CONTRACT NUMBER**  
 13172 ZC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SF/ROLL: 600			
84	SHEETING, VINYL, WHITE, 48" 3M 7725-10-48	50.0000	RL	312.0000
	SF/ROLL: 600			
85	SHEETING, VINYL, BLACK, 1" 3M 7725-12-1	50.0000	RL	6.5000
	SF/ROLL: 12.5			
86	SHEETING, VINYL, BLACK, 18" 3M 7725-12-18	50.0000	RL	117.0000
	SF/ROLL: 225			
87	SHEETING, VINYL, BLACK, 2" 3M 7725-12-2	50.0000	RL	13.0000
	SF/ROLL: 25			
88	SHEETING, VINYL, BLACK, 24" 3M 7725-12-24	50.0000	RL	156.0000
	SF/ROLL: 300			
89	SHEETING, VINYL, BLACK, 3" 3M 7725-12-3	50.0000	RL	19.5000
	SF/ROLL: 37.5			
90	SHEETING, VINYL, BLACK, 30" 3M 7725-12-30	50.0000	RL	195.0000
	SF/ROLL: 375			
91	SHEETING, VINYL, BLACK, 36" 3M 7725-12-36	50.0000	RL	234.0000

*LR*  
 BUYER INITIALS

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PAGE 14 of 16	ORDER DATE 01/31/12
BUSINESS UNIT 46070025	BUYER LISA ROLIK (AS)
VENDOR NUMBER: 501869	

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SF/ROLL: 450			
92	SHEETING, VINYL, BLACK, 48" 3M 7725-12-48	50.0000	RL	312.0000
	SF/ROLL: 600			
93	SHEETING, HI INTENS, YELLOW, 48" 3M 3931-48	50.0000	RL	708.0000
	SF/ROLL: 600			
94	SHEETING, HI INTENS, WHITE, 48" 3M 3930-48	50.0000	RL	708.0000
	SF/ROLL: 600			
95	SHEETING, HI INTENSITY, RED, 24" 3M 3932-24	50.0000	RL	354.0000
	SF/ROLL: 300			
96	SHEETING, WHITE DG3, 1" 3M 4090-1	50.0000	RL	46.2500
	SF/ROLL: 12.5			
97	SHEETING, WHITE DG3, 2" 3M 4090-2	50.0000	RL	92.5000
	SF/ROLL: 25			
98	SHEETING, TACK PAPER 6" 3M TPM5-6	50.0000	RL	48.0000
	SF/ROLL: 150			
99	SHEETING, TACK PAPER 9" 3M TPM5-9	50.0000	RL	72.0000



BUYER INITIALS

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PAGE 15 of 16		ORDER DATE 01/31/12	
BUSINESS UNIT 46070025		BUYER LISA ROLIK (AS)	
VENDOR NUMBER: 501869			

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SF/ROLL: 225			
100	SHEETING, TACK PAPER 12" 3M TPM5-12  SF/ROLL: 300	50.0000	RL	96.0000
101	SHEETING, TACK PAPER 18" 3M TPM5-18  SF/ROLL: 450	50.0000	RL	144.0000
102	SHEETING, TACK PAPER 24" 3M TPM5-24  SF/ROLL: 600	50.0000	RL	192.0000
103	VINYL, 54" X 100', GLOSS WHITE 6MIL, SOL/6GWHTCAL/P  SF/ROLL: 675	50.0000	RL	201.7600
104	PRE-SPACING TAPE, 48" ROLL 3M SCPS-2, SPECIFY SLITTING  SF/ROLL: 1,200	50.0000	RL	164.7600

*LR*  
 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

**STATE OF NEBRASKA  
CORNHUSKER STATE INDUSTRIES**

**Specifications and Special Terms and Conditions  
for Reflective Sign Sheeting**

**SCOPE**

It is the intent of this bid invitation to establish a contract to supply and deliver Reflective Sign Sheeting to the State of Nebraska Cornhusker State Industries in accordance with the attached specifications and contract conditions.

**NON-COMPLIANCE STATEMENT**

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any non-compliance may void your bid. Non-compliance to any single specification can void your bid.

It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.

*No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any request for bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov) by the last day to submit written questions that is specified in the "Schedule of Events" with this Invitation to Bid. (Inquiries received after the last day to submit written questions per the "Schedule of Events" may not be addressed).*

**TERM OF CONTRACT**

The contract resulting from this invitation to bid, is to be in effect for a period of two (2) year period from the date of an awarded with the option to renew in three (3) additional one (1) year increments when mutually agreeable with the State of Nebraska and the contractor.

**RIGHTS**

The State of Nebraska reserves the right to waive technicalities and reject any or all bids. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

**AWARD**

Award of contract will be made to the lowest responsible bidder(s) in accordance with Statute 81-161. The State of Nebraska 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 bidder's competitive position. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska. All awards will be made in a manner deemed in the best interest of the State.

**PRICE**

Price quoted shall be roll price and is firm for one (1) year from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. destination as specified. No additional charges will be allowed for packing, handling, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from the manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given immediate, full proportionate benefit of any decrease for

the term of the contract. It is understood and agreed 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 the full benefit of such decline in price immediately.

**CANCELLATION**

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.

**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.

**AMENDMENT**

This contract may be amended at any time in writing upon the agreement of both parties.

**ANNUAL USAGE**

This is an open-ended contract between the vendor and the State of Nebraska 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 with the attached specifications and is for reference only and is not to be construed to be either a minimum or maximum.

**USAGE REPORT**

A usage report may be required to be submitted to the State Purchasing Bureau sixty (60) days prior to the end of the contract year, and or at any time during the term of the contract within 10 days after a written request. The report is to contain, at a minimum, item description, annual usage per contract item, average order quantity and dollar amount per ordering agency. Additional information may be deemed necessary and will be conveyed to the contractor.

**DELIVERY**

Delivery is required to be within thirty (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 reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase 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

**SUBSTITUTIONS**

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

**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: Illinois DOT  
Address: 401 South Spring Street  
City & State: Springfield, IL 62706  
Contact Person & Phone Number: Wayne Ilsley 217-782-8091
  
2. Name: Minnesota DOT  
Address: 50 Sherburne Avenue  
City & State: St. Paul, MN 55155  
Contact Person & Phone Number: John Breisler 651-201-2448
  
3. Name: Colorado DOT  
Address: 4201 E. Arkansas Avenue, Room 150  
City & State: Denver, CO 80222  
Contact Person & Phone Number: Candice Davidson 303-916-2668

**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: Amy Schoenecker

Phone Number: 800-553-1380 FAX Number: 800-591-9293

Email Address: twestcoast@mmm.com

**REFLECTIVE SHEETING QUALIFIED SUPPLIERS**

The following vendors are the only pre-approved qualified suppliers of ASTM type I, IV sheeting, Fluorescent Reflective Sheeting, and Full Cube Sheeting to the Nebraska Department of Correctional Services, Cornhusker State Industries.

1. 3M Traffic Control Materials Division  
3M Center Building  
3130 Lexington Avenue South  
St. Paul, MN 55133-3211
  
2. Avery Dennison  
Reflective Products Division  
6565 W. Howard Street  
Niles, IL 60714

Qualification for approval was determined by the Department of Roads, Traffic Engineering Division based on the following criteria:

1. Ability to provide all required colors of reflective sheeting including reflective fluorescent orange, yellow-green and yellow, and also all process inks required.
2. Rolled sheeting available in variety of width up to 48".
3. Have provided the Department of Roads adequate samples of reflective sheeting and inks for testing and evaluation.
4. Satisfactory acceptance from Sign Shop Evaluation of sheeting handling, application, trimming, and screen printing.
5. One-part process inks.

**SPECIFICATIONS FOR  
REFLECTIVE SIGN SHEETING**  
(Type I, IV, Type Reflective Fluorescent, and Type Full Cube)

**DESCRIPTION**

The reflective sheeting shall be of: Type I – an enclosed lens glass bead sheeting (engineer grade), Type IV - a microprismatic retroreflective element sheeting (high intensity prismatic), Type reflective fluorescent microprismatic sheeting, and Type Full Cube. The reflective sign sheeting shall meet the requirements of ASTM D 4956 latest revision and supplements, as amended to or added to by this specification. The Type I and IV reflective sheeting shall include, but not be limited to the following colors: White, Yellow, Green, Red, Blue, Brown, Orange, and Prestriped Orange/White (left and right). Prestriped sheeting shall meet the width of stripe requirements of the MUTCD. Reflective fluorescent microprismatic sheeting shall be Fluorescent Orange, Yellow-Green or Yellow. Full Cube sheeting shall be White, Yellow, Green, Red, Blue, Orange, Fluorescent Orange, Fluorescent Yellow-Green or Fluorescent Yellow.

**ADHESIVE BACKING**

Shall be class I and protected by an easily removable liner.

**MINIMUM PERFORMANCE OF RETROREFLECTION**

Type I and Type IV sheeting shall be as required in ASTM D4956. ASTM Type II sheeting may be substituted for Type I sheeting.

Fluorescent Orange sheeting shall meet or exceed the minimum coefficient of retroreflective values as shown in table 1.

Table 1. Minimum Coefficient of Retroreflection, Fluorescent Orange  
(Candelas per foot candle per sq. foot)

Observation Angle	Entrance Angle	Fluorescent Orange
0.2	-4	200
0.2	30	92
0.5	-4	80
0.5	30	50

Fluorescent Yellow-Green and fluorescent Yellow sheeting shall meet or exceed the minimum coefficient of retroreflective values as shown in table 2.

Table 2. Minimum Coefficient of Retroreflection, Fluorescent Yellow-Green and Yellow  
(Candelas per foot candle per sq. foot)

Observation Angle	Entrance Angle	Fluorescent Yellow-Green	Fluorescent Yellow
0.2	-4	325	240
0.2	30	200	150
0.5	-4	235	165
0.5	30	105	75

Full Cube sheeting shall meet or exceed the minimum coefficient of retroreflective values as shown in table 3.

Table 3. Minimum Coefficient of Retroreflection, Full Cube (Candelas per foot candle per sq. foot)

Observation Angle	Entrance Angle	White	Yellow	Red	Green	Blue	FYG	FY	FO
0.2	-4	570	425	114	57	26	455	340	170
0.2	30	215	160	43	21	10	170	130	64
0.5	-4	400	300	80	40	18	320	240	120
0.5	30	150	112	30	15	6.8	120	90	45
1.0	-4	120	90	24	12	5.4	96	72	36
1.0	30	45	34	9	4.5	2.0	36	27	14

The optical design of the sheeting shall be such that when measured at an entrance angle of  $-4^\circ$  the fractional retroreflectance within a  $2^\circ$  observation angle cone, as defined in ASTM E808 as  $R_T$  with  $\alpha_{max} = 2^\circ$ , is at least 55%.

#### DAYTIME COLOR

For Type I and Type IV shall be as per ASTM D4956.

Daytime color of fluorescent Orange, Yellow-Green and Yellow shall conform to the requirements of Table 4 for chromaticity Coordinates.

Table 4. Color Specification Limits (Daytime)

	1		2		3		4	
	x	y	x	y	x	y	x	y
Fluorescent Orange	.583	.416	.535	.400	.595	.351	.645	.355
Fluorescent Yellow-Green	.387	.610	.369	.546	.428	.496	.460	.540
Fluorescent Yellow	.479	.520	.446	.483	.512	.421	.557	.442

Note: the four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 standard colorimetric system measured with illuminant D65.

Daytime Luminance/Maximum Spectral Radiance Factor for fluorescent Orange, Yellow-Green and Yellow shall be in accordance with manufacturer's requirements to ensure the appearance of the fluorescent colors.

#### NIGHTTIME COLOR

Nighttime color for Type I and Type IV shall be per ASTM D4956. Night time color of fluorescent Orange, Yellow-Green and Yellow shall conform to the requirements of Table 5 for chromaticity Coordinates. Nighttime color for fluorescent Yellow-Green and Yellow shall reflect a vibrant yellow color.

Table 5. Color Specification Limits (Nighttime)

	1		2		3		4	
	x	y	x	y	x	y	x	y
Fluorescent Orange	.625	.375	.589	.376	.636	.330	.669	.331
Fluorescent Yellow-Green	.480	.520	.473	.490	.523	.440	.550	.449
Fluorescent Yellow	.554	.445	.526	.437	.569	.394	.610	.390

Note: the four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 standard colorimetric system measured with illuminant D65.

#### SPECULAR GLOSS

The retroreflective sheeting shall have an 85 degree specular gloss of not less than 50 for Type IV and reflective fluorescent orange sheeting and not less than 40 for fluorescent Yellow-Green and Fluorescent Yellow, when tested in accordance with ASTM D 523.

**ARTIFICIAL WEATHERING**

Retroreflectivity measurements for reflective fluorescent orange shall be made at angles of 0.2 degrees observation, -4 degrees entrance and have a coefficient of retroreflection of not less than 50% of table 2 above.

**MANUFACTURES REFLECTIVE SHEETING CURRENTLY APPROVED ARE**

Type I or II Reflective Sheeting:

- 3M – 3270 Series
- Avery Dennison – T1000 Series or T2000 Series

Type IV Reflective Sheeting:

- 3M – 3930 Series
- Avery Dennison – T6500 Series

Type Fluorescent Orange Sheeting

- 3M – 3924 Series
- Avery Dennison – W-7514 Series

Type Fluorescent Yellow and Yellow/Green Series:

- 3M – 3980 Series
- Avery Dennison – T7500 Fluorescent Series

Type Full Cube

- 3M- 4000 Series

**GENERAL CHARACTERISTICS AND PACKAGING**

Rolls of reflective sheeting shall be available as a minimum in the following sizes:

Color	Width (inches)	Length (yards)
Engineer Grade	24, 30, 48	50 or 100
High Intensity Green	12 <sup>3</sup> / <sub>4</sub> , 14, 16, 18, 24, 30, 36, 42, 48	50 or 100
High Intensity Yellow, Red, Blue & Brown	12 <sup>3</sup> / <sub>4</sub> , 18, 24, 30, 36, 48	50 or 100
High Intensity White	1, 2, 3, 12 <sup>3</sup> / <sub>4</sub> , 18, 21, 24, 30, 36, 48	50 or 100
Fluorescent Orange	12 <sup>3</sup> / <sub>4</sub> , 18, 24, 30, 36, 48	50 or 100
Barricade Orange/White	12,	50 or 100
Opaque Vinyl	1, 2, 3 18, 24, 30, 36, 48	50 or 100
Fluorescent Yellow	12 <sup>3</sup> / <sub>4</sub> , 18, 24, 30, 36, 48	50 or 100
Fluorescent Yellow-Green	21, 24, 30, 36	50 or 100
Full Cube	1, 2, 3, 12 <sup>3</sup> / <sub>4</sub> , 16, 18, 21, 24, 30, 36, 48	50 or 100

Nominal roll sheeting sizes shall have the following actual widths:

Nominal Width	Actual Width	Tolerance
1"	Width + 1/32"	+/- 1/32"
2" to 6"	Width + 1/16"	+/- 1/16"
12" to 18" *	Width + 1/8"	+/- 1/16"
24" to 30"	Width + 1/4"	+/- 1/16"
36"	Width + 3/8"	+/- 1/16"
48"	Width + 1/2"	+/- 1/16"

Nominal width of sign sheeting shall be used for all bidding, procurement and expense calculations.

\* 12 3/4" sheeting width shall be the actual size of 12 3/4" +/- 1/32".

The reflective sheeting as supplied shall be free from ragged edges, cracks, and extraneous materials, and shall be furnished in both rolls and sheets. When the reflective sheeting is furnished in continuous rolls an average number of splices shall not be more than one splice per roll, and shall be suitable for continuous application.

Rolls of reflective sheeting shall be packaged in such a manner that damaged to reflective sheeting does not occur. Roll width of 24 inches or wider will be packaged one roll per container. Rolls wider than 6 inches and 10 yards in length or longer shall be supported and suspended by the roll core within the cartons by means of plastic plugs or plugs with built-up and reinforced corrugated pads.

Cut sheets shall be packaged flat between pressed composition boards or corrugated pads of the same dimensions as the sheets and shall be packed in accordance with commercially accepted standards and in accordance with recommendations of the sheeting manufacturer.

All packages with damage to reflective sheeting will be rejected.

The reflective sheeting as supplied, stored under normal conditions, shall be suitable for use for at least one year after purchase.

#### QUALITY ASSURANCE.

Prior to contract approval, the vendor shall furnish a Certified Test Report conforming to the requirements stated herein below for all reflective sheeting supplied under these specifications.

1. A Certified Test Report is a document containing a list of the dimensional, chemical and physical results obtained by an independent, approved testing organization from an actual test of the types of materials involved, and shall certify that the materials meet the requirements of the specifications and shall include the following information:
  - a) Description of material.
  - b) State of Nebraska Purchase Order Number
  - c) Date of Manufacture
  - d) Date of testing
  - e) Name of organization to which the material is consigned
  - f) Quantity of material represented
  - g) Means of identifying the consignment such as label, marking, lot number, etc.
  - h) Date and method of shipment
  - i) Name of organization performing tests
2. The Certified Test Report shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

#### TECHNICAL ADVICE

The bidder shall be responsible throughout the duration of this bid for providing Cornhusker State Industries with technical information relative to the type of equipment, or modifications to present equipment and the procedures, and the techniques necessary to apply the reflective sheeting in strict accordance with the sheeting manufacturer's recommendations.

If deemed necessary by the Department, the bidder shall make available to the Cornhusker State Industries Sign Shop the services of a qualified representative of the sheeting manufacturer who shall furnish technical advice concerning application of the reflective sheeting.

**OPAQUE VINYL FILM**

The vendor shall also provide pressure sensitive opaque vinyl film for an over laminate film in manufacturing signs and fully compatible with electronic computer sign cutter.

The materials currently approved for each vendor are:

- 3M – Scotchcal ElectroCut Graphic Film Series 7725
- Avery Dennison – A8 Opaque Overlay Film

Material specification shall be per manufactures requirements and published product bulletin sheets. The Opaque black vinyl warranty shall be compatible with the warranty of the reflective sheeting of the materials the vinyl is applied to. For black vinyl not used with reflective sheeting the warranty will be the same as the published product bulletin.

**ADDITIONAL REQUIREMENTS**

In addition to the above stated requirements, the following conditions shall be met:

1. **PROCESS INKS**  
The manufacturer of the sheeting being offered shall furnish at no additional cost the process inks in standard traffic colors, clears and thinners recommended for the sheeting to meet the performance requirements of this specification, and shall further be responsible for technical assistance in the use of these inks.
2. **SLIP SHEET**  
Slip sheet paper, for use in packaging, storing or shipping finished signs, shall be furnished in rolls by the manufacturer at no additional charge, in at least equal square footage and in the same widths as the sheeting supplied.
3. **WASHERS**  
Washers, to protect the sign surface from damage by bolts or other fasteners, shall be furnished by the manufacturer at no additional charge.

**WARRANTY**

**Reflective Sheeting**

Warranty for Type I sheeting shall be as per manufacturers' standard warranty.

Type IV, Fluorescent, and Full Cube Reflective sheeting will retain its effectiveness as a component of traffic control and guidance signs and meet the following minimum retroreflective values for the period specified as follows:

Minimum Coefficient of Retroreflection, Type IV Sheeting  
Candelas per footcandle per square foot  
(0.2° observation angle and -4.0° entrance angle)

Color	7 years from the date of sign fabrication*	10 years from the date of sign fabrication*
White	288	250
Yellow	216	170
Fluorescent Yellow	192	168
Fluorescent Yellow-Green	260	227
Green	40	35
Red	52	45
Blue	24	20
Brown	14	12

\* For transparent color screen printed areas on White sheeting, Coefficient of Retroreflection values shall be a minimum of 70% of the above. All measurements will be made after cleaning in accordance with manufacturer's products recommendations.

Type IV sheeting if within 7 and 10 years of sign fabrication the sheeting deteriorates due to natural causes to the extent that the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night conditions, or fails to retain the minimum coefficient of retroreflection values for the period specified above, the sheeting manufacturer shall furnish a replacement amount of like sheeting at no cost to enable the sign surface to be restored to its warranted effectiveness. Type IV sheeting if within 7 years of sign fabrication such deterioration occurs or the sheeting fails to retain the minimum coefficient of retroreflection values for the period specified above, the sheeting manufacturer shall restore the sign surface to its warranted effectiveness at no cost to the Department of Roads for materials or labor.

All orange sheeting if within 3 years of sign fabrication fails to meet 50% of coefficient of retroreflection (0.2° observation angle, -4.0 entrance angle) of new sheeting, the sheeting manufacturer shall furnish replacement amount of like sheeting at no cost to the Department.

Minimum Coefficient of Retroreflection, Type Full Cube Sheeting  
Candelas per footcandle per square foot  
(0.2° observation angle and -4.0° entrance angle)

Color	7 years from the date of sign fabrication*	10 years from the date of sign fabrication*
White	456	399
Yellow	340	298
Fluorescent Yellow	272	238
Fluorescent Yellow-Green	364	319
Fluorescent Orange	136	119
Green	46	40
Red	91	80
Blue	21	18

**CATALOGS AND PRICE LIST**

Manufacturer shall furnish four (4) sets of the latest manufacturers' complete catalog and discounted price lists. All prices offered in the manufacturers price lists, catalog and literature will hold for the entire term of the contract and all references contained in the manufacturers information with regard to FOB points, shipping charges, taxes, escalation clauses, etc. are therefore waived.

**ESTIMATED ANNUAL QUANTITIES**

Based on the past year orders, it is estimated the quantities indicated below will be ordered during a one year period of the contract. These are estimates only, and are not guaranteed quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

Estimated Annual Quantities Chart	
Type I Sheeting (Engineer Grade)	6,300 Sq. Ft.
Type IV Sheeting (High Intensity Prismatic)	90,300 Sq. Ft.
Type Fluorescent Orange	46,700 Sq. Ft.
Type Fluorescent Yellow / Yellow-Green	2,500 Sq. Ft.
Type Opaque Vinyl	20,300 Sq. Ft.
Type Full Cube	3,600 Sq. Ft.

**BIDDER INSTRUCTIONS**

**Bidder must respond to each of the following statements.** Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition. A "no" response means the bidder cannot meet this condition and will not be considered. "Other" responses should be used only with a narrative response explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.

YES NO OTHER

X     \_\_\_\_\_    \_\_\_\_\_  
 X     \_\_\_\_\_    \_\_\_\_\_

**1. ADHESIVE BACKING**

- A. Class I backing
- B. Protected by easily removable liner.

Other or comments: \_\_\_\_\_  
\_\_\_\_\_

YES NO OTHER

X     \_\_\_\_\_    \_\_\_\_\_  
 X     \_\_\_\_\_    \_\_\_\_\_  
 X     \_\_\_\_\_    \_\_\_\_\_  
 X     \_\_\_\_\_    \_\_\_\_\_

**2. MINIMUM PERFORMANCE OF RETROREFLECTION**

- A. Type I and Type IV sheeting meet requirements in ASTM D4956 (Type I sheeting may be substituted by ASTM Type II).
- B. Fluorescent Orange sheeting meets or exceeds the minimum coefficient of retroreflective values as shown in table 1 ( Page 3).
- C. Fluorescent Yellow-Green and fluorescent Yellow sheeting meets or exceeds the minimum coefficient of retroreflective values as shown in table 2 (Page 3).
- D. Full Cube sheeting meets or exceeds the minimum coefficient of retroreflective values as shown in table 3 (Page 4).

Other or Comment: \_\_\_\_\_  
\_\_\_\_\_

YES NO OTHER

X     \_\_\_\_\_    \_\_\_\_\_

**3. DAYTIME COLOR**

- A. Daytime color of fluorescent Orange, Yellow-Green and Yellow conform to the requirements of table 4 (Page 4) for the Chromaticity Coordinates.

Other or Comment: \_\_\_\_\_  
\_\_\_\_\_

YES NO OTHER

X     \_\_\_\_\_    \_\_\_\_\_  
 X     \_\_\_\_\_    \_\_\_\_\_

**4. NIGHTTIME COLOR**

- A. Nighttime color of fluorescent Orange, Yellow-Green and Yellow conform to the requirements of table 5 (Page 4) for chromaticity Coordinates.
- B. Nighttime color for fluorescent Yellow-Green and Yellow reflect a vibrant yellow color.

Other or Comment: \_\_\_\_\_  
\_\_\_\_\_

YES NO OTHER

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

**5. SPECULAR GLOSS**

- A. The retroflective sheeting has an 85 degree specular gloss of not less than 50 for Type IV (when tested in accordance with ASTM D 523).
- B. The retroflective sheeting has an 85 degree specular gloss of not less than 50 for reflective fluorescent orange sheeting (when tested in accordance with ASTM D 523).
- C. The retroflective sheeting has an 85 degree specular gloss of not less than 40 for fluorescent Yellow-Green (when tested in accordance with ASTM D 523).
- D. The retroflective sheeting has an 85 degree specular gloss of not less than 40 for Fluorescent Yellow (when tested in accordance with ASTM D 523).

Other or Comment:

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YES NO OTHER

X \_\_\_\_\_

**6. NOMINAL ROLL SHEETING ACTUAL WIDTHS**

- A. The manufacture meets the actual widths that are found in the table below.

Nominal Width	Actual Width	Tolerance
1"	Width + 1/32"	+/- 1/32"
2" to 6"	Width + 1/16"	+/- 1/16"
12" to 18"	Width + 1/8"	+/- 1/16"
24" to 30"	Width + 1/4"	+/- 1/16"
36"	Width + 3/8"	+/- 1/16"
48"	Width + 1/2"	+/- 1/16"

Other or Comment:

---

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YES NO OTHER

\_\_\_\_\_ X \_\_\_\_\_

\_\_\_\_\_ X \_\_\_\_\_

**7. PERFORATED REFLECTIVE SHEETING**

- A. The Type IV, Fluorescent, and Full Cube Reflective sheeting have both edges perforated so that they are completely compatible for use in an electronic cutting apparatus.
- B. The perforated reflective sheeting meets all requirements in previous sections; such as, brightness, color, adhesive characteristics, photometry, packaging, etc.

Other or Comment:

Based on the physical properties of prismatic sheeting, it appears unlikely the above mentioned products would be successfully perforated on the edges.

YES NO OTHER

X \_\_\_\_\_

**8. OPAQUE VINYL FILM**

- A. Vendor provides pressure sensitive opaque vinyl film for an over laminate film in manufacturing signs and fully compatible with electronic computer sign cutter.

Other or Comment:

---

---

YES NO OTHER

X \_\_\_\_\_

X \_\_\_\_\_

**9. PROCESS INKS**

- A. Furnish at no additional cost the process inks in standard traffic colors, clears and thinners recommended for the sheeting to meet the performance requirements of this specifications.
- B. Free technical assistance available for the inks used.

Other or Comment:

---

---

YES NO OTHER

X \_\_\_\_\_

**10. SLIP SHEET**

- A. Slip sheet paper, for use in packaging, storing or shipping finished signs, are furnished in rolls by the manufacturer at no additional charge, in at least equal square footage and in the same widths as the sheeting supplied.

Other or Comment:

---

---

YES NO OTHER

X \_\_\_\_\_

**11. WASHERS**

- A. Washers, to protect the sign surface from damage by bolts or other fasteners, are furnished by the manufacturer at no additional charge.

Other or Comment:

---

---

YES NO OTHER

X \_\_\_\_\_

X \_\_\_\_\_

**12. REFLECTIVE SHEETING WARRANTY**

- A. Warranty for Type I sheeting shall be as per manufacturers' standard warranty.
- B. Type IV, Fluorescent, and Full Cube Reflective sheeting will retain its effectiveness as a component of traffic control and guidance signs and meet the following minimum retroreflective values for the period specified in table below.

Other or Comment:

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YES NO OTHER

X \_\_\_\_\_

**BID COMPLIANCE**

Specifications have been read and fully understood. Any exceptions have been written on the bid or are attached.

Other or Comment:

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# STATE OF NEBRASKA CONTRACT AMENDMENT

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 1 of 16	ORDER DATE 03/15/12
BUSINESS UNIT 46070025	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 501869	
VENDOR ADDRESS: 3M COMPANY TRAFFIC SAFETY SYSTEMS 3M CENTER BLDG 235-3A-09 SAINT PAUL MINNESOTA 55144-1000	

**CONTRACT NUMBER**  
**13172 ZC**

**ORIGINAL**

THE CONTRACT PERIOD IS:

**FEBRUARY 01, 2012 THROUGH JANUARY 31, 2014**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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 OTHERS 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 3868 ZF

Contract to supply and deliver Reflective Sign Sheeting to the State of Nebraska as per the attached specifications, terms and conditions for a period of two (2) years beginning February 1, 2012 through January 31, 2014. 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.

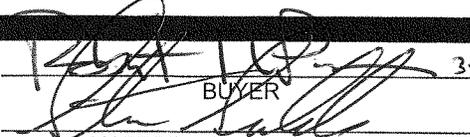
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

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 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.

  
BUYER  
  
MATERIEL ADMINISTRATOR

305315-1  
3-15-12

# STATE OF NEBRASKA CONTRACT AMENDMENT

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 2 of 16	ORDER DATE 03/15/12
BUSINESS UNIT 46070025	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 501869	

**CONTRACT NUMBER**  
**13172 ZC**

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: John N. Morris  
 Phone: 800-553-1380  
 Fax: 888-246-9793  
 E-Mail: jmorris@mmm.com

(01/31/12 bl)

AMENDMENT ONE(1) Contract end date is amended to reflect 2014. Contract is for a two (2) year period with three (3) additional one (1) year period renewal options.

(03/14/12 jh)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FILM, TRANSPARENT, RED, 48" 3M 1172C-48  SF/ROLL: 600	50.0000	RL	540.0000
2	FILM, TRANSPARENT, BLUE, 48" 3M 1175C-48  SF/ROLL: 600	50.0000	RL	540.0000

  
**BUYER INITIALS**  
R43500\N\SI\M0001 100505

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
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 OR  
 P.O. Box 94847  
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PAGE 3 of 16		ORDER DATE 03/15/12	
BUSINESS UNIT 46070025		BUYER ROBERT THOMPSON (AS)	
VENDOR NUMBER: 501869			

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	FILM, TRANSPARENT, GREEN, 48" 3M 1177C-48  SF/ROLL: 600	50.0000	RL	540.0000
4	FILM, TRANSPARENT, BROWN, 24" 3M 1179C-24  SF/ROLL: 300	50.0000	RL	270.0000
5	FILM, TRANSPARENT, BROWN, 36" 3M 1179C-36  SF/ROLL: 450	50.0000	RL	405.0000
6	FILM, TRANSPARENT, BROWN, 48" 3M 1179C-48  SF/ROLL: 600	50.0000	RL	540.0000
7	SHEETING, BARRICADE, 12" 3M 334L-12  SF/ROLL: 150	50.0000	RL	177.0000
8	SHEETING, BARRICADE, 12" 3M 334R-12  SF/ROLL: 150	50.0000	RL	177.0000
9	SHEETING, PRISMATIC, WHITE, 15" ENGINEER GRADE, 3M 3430-15  SF/ROLL: 187.5	50.0000	RL	129.3800
10	SHEETING, PRISMATIC, WHITE, 24" ENGINEER GRADE, 3M 3430-24  SF/ROLL: 300	50.0000	RL	207.0000

# STATE OF NEBRASKA CONTRACT AMENDMENT

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 Lincoln, Nebraska 68508  
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PAGE 4 of 16		ORDER DATE 03/15/12	
BUSINESS UNIT 46070025		BUYER ROBERT THOMPSON (AS)	
VENDOR NUMBER: 501869			

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
11	SHEETING, PRISMATIC, WHITE,30" ENGINEER GRADE, 3M 3430-30  SF/ROLL: 375	50.0000	RL	258.7500
12	SHEETING, PRISMATIC, WHITE,48" ENGINEER GRADE, 3M 3430-48  SF/ROLL: 600	50.0000	RL	414.0000
13	SHEETING, FLUORESNT,ORG,12.75" 3M 3924S-12.75  SF/ROLL: 159.375	50.0000	RL	350.6300
14	SHEETING, FLUORESNT,ORANGE,18" 3M 3924S-18  SF/ROLL: 225	50.0000	RL	495.0000
15	SHEETING, FLUORESNT,ORANGE,24" 3M 3924S-24  SF/ROLL: 300	50.0000	RL	660.0000
16	SHEETING, FLUORESNT,ORANGE,30" 3M 3924S-30  SF/ROLL: 375	50.0000	RL	825.0000
17	SHEETING, FLUORESNT,ORANGE,36" 3M 3924S-36  SF/ROLL: 450	50.0000	RL	990.0000
18	SHEETING, FLUORESNT,ORANGE,48" 3M 3924S-48  SF/ROLL: 600	50.0000	RL	1,320.0000

  
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# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
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 Lincoln, Nebraska 68509-4847  
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BUSINESS UNIT 46070025	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 501869	

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
19	SHEETING, HI INTENS, WHITE, 1" 3M 3930-1  SF/ROLL: 12.5	50.0000	RL	14.7500
20	SHEETING, HI INTENS, WHT, 12.75" 3M 3930-12.75  SF/ROLL: 159.375	50.0000	RL	188.0600
21	SHEETING, HI INTENS, WHITE, 18" 3M 3930-18  SF/ROLL: 225	50.0000	RL	265.5000
22	SHEETING, HI INTENS, WHITE, 2" 3M 3930-2  SF/ROLL: 25	50.0000	RL	29.5000
23	SHEETING, HI INTENS, WHITE, 21" 3M 3930-21  SF/ROLL: 262.5	50.0000	RL	309.7500
24	SHEETING, HI INTENS, WHITE, 24" 3M 3930-24  SF/ROLL: 300	50.0000	RL	354.0000
25	SHEETING, HI INTENS, WHITE, 3" 3M 3930-3  SF/ROLL: 37.5	50.0000	RL	44.2500
26	SHEETING, HI INTENS, WHITE, 30" 3M 3930-30  SF/ROLL: 375	50.0000	RL	442.5000

  
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BUSINESS UNIT 46070025		BUYER ROBERT THOMPSON (AS)	
VENDOR NUMBER: 501869			

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
27	SHEETING, HI INTENS, WHITE,36" 3M 3930-36  SF/ROLL: 450	50.0000	RL	531.0000
28	SHEETING, HI INTENS, WHITE,48" 3M 3930-48  SF/ROLL: 600	50.0000	RL	708.0000
29	SHEETING, HI INTENS,YLW,12.75" 3M 3931-12.75  SF/ROLL: 159.375	50.0000	RL	188.0600
30	SHEETING, HI INTENS,YELLOW,18" 3M 3931-18  SF/ROLL: 225	50.0000	RL	265.5000
31	SHEETING, HI INTENS,YELLOW,24" 3M 3931-24  SF/ROLL: 300	50.0000	RL	354.0000
32	SHEETING, HI INTENS,YELLOW,30" 3M 3931-30  SF/ROLL: 375	50.0000	RL	442.5000
33	SHEETING, HI INTENS,YELLOW,36" 3M 3931-36  SF/ROLL: 450	50.0000	RL	531.0000
34	SHEETING, HI INTENS,YELLOW,42" 3M 3931-42  SF/ROLL: 525	50.0000	RL	619.5000

  
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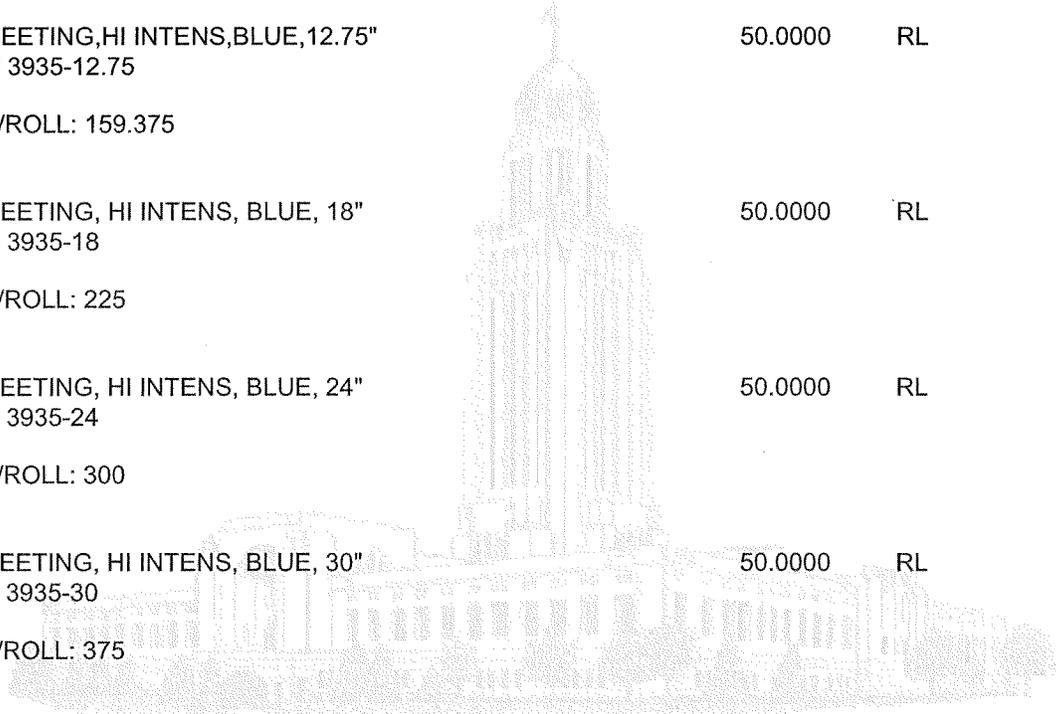
# STATE OF NEBRASKA CONTRACT AMENDMENT

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BUSINESS UNIT 46070025		BUYER ROBERT THOMPSON (AS)	
VENDOR NUMBER: 501869			

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
35	SHEETING, HI INTENS, ORANGE, 48" 3M 3934-48  SF/ROLL: 600	50.0000	RL	708.0000
36	SHEETING, HI INTENS, BLUE, 12.75" 3M 3935-12.75  SF/ROLL: 159.375	50.0000	RL	188.0600
37	SHEETING, HI INTENS, BLUE, 18" 3M 3935-18  SF/ROLL: 225	50.0000	RL	265.5000
38	SHEETING, HI INTENS, BLUE, 24" 3M 3935-24  SF/ROLL: 300	50.0000	RL	354.0000
39	SHEETING, HI INTENS, BLUE, 30" 3M 3935-30  SF/ROLL: 375	50.0000	RL	442.5000
40	SHEETING, HI INTENS, BLUE, 36" 3M 3935-36  SF/ROLL: 450	50.0000	RL	531.0000
41	SHEETING, HI INTENS, BLUE, 48" 3M 3935-48  SF/ROLL: 600	50.0000	RL	708.0000
42	SHEETING, HI INTENS, GRN, 12.75" 3M 3937-12.75  SF/ROLL: 159.375	50.0000	RL	188.0600



  
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# STATE OF NEBRASKA CONTRACT AMENDMENT

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**CONTRACT NUMBER**  
**13172 ZC**

PAGE 8 of 16	ORDER DATE 03/15/12
BUSINESS UNIT 46070025	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 501869	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
43	SHEETING, HI INTENS, GREEN,14" 3M 3937-14  SF/ROLL: 175	50.0000	RL	206.5000
44	SHEETING, HI INTENS, GREEN,16" 3M 3937-16  SF/ROLL: 200	50.0000	RL	236.0000
45	SHEETING, HI INTENS, GREEN,18" 3M 3937-18  SF/ROLL: 225	50.0000	RL	265.5000
46	SHEETING, HI INTENS, GREEN,24" 3M 3937-24  SF/ROLL: 300	50.0000	RL	354.0000
47	SHEETING, HI INTENS, GREEN,30" 3M 3937-30  SF/ROLL: 375	50.0000	RL	442.5000
48	SHEETING, HI INTENS, GREEN,36" 3M 3937-36  SF/ROLL: 450	50.0000	RL	531.0000
49	SHEETING, HI INTENS, GREEN,42" 3M 3937-42  SF/ROLL: 525	50.0000	RL	619.5000
50	SHEETING, HI INTENS, GREEN,48" 3M 3937-48  SF/ROLL: 600	50.0000	RL	708.0000

  
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BUSINESS UNIT 46070025	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 501869	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
51	SHEETING, HI INTENS, BRN,12.75" 3M 3939-12.75  SF/ROLL: 159.375	50.0000	RL	188.0600
52	SHEETING, HI INTENS, BROWN,18" 3M 3939-18  SF/ROLL: 225	50.0000	RL	265.5000
53	SHEETING, HI INTENS, BROWN,21" 3M 3939-21  SF/ROLL: 262.50	50.0000	RL	309.7500
54	SHEETING, HI INTENS, BROWN,24" 3M 3939-24  SF/ROLL: 300	50.0000	RL	354.0000
55	SHEETING, HI INTENS, BROWN,30" 3M 3939-30  SF/ROLL: 375	50.0000	RL	442.5000
56	SHEETING, HI INTENS, BROWN,36" 3M 3939-36  SF/ROLL: 450	50.0000	RL	531.0000
57	SHEETING, HI INTENS, BROWN,48" 3M 3939-48  SF/ROLL: 600	50.0000	RL	708.0000
58	SHEETING, FLUORESNT, YLW GRN, 21" 3M 3983-21  SF/ROLL: 262.50	50.0000	RL	624.7500

  
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BUSINESS UNIT 46070025		BUYER ROBERT THOMPSON (AS)	
VENDOR NUMBER: 501869			

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
59	SHEETING,FLUORESNT,YLW GRN,24" 3M 3983-24  SF/ROLL: 300	50.0000	RL	714.0000
60	SHEETING,FLUORESNT,YLW GRN,30" 3M 3983-30  SF/ROLL: 375	50.0000	RL	892.5000
61	SHEETING,FLUORESNT,YLW GRN,36" 3M 3983-36  SF/ROLL: 450	50.0000	RL	1,071.0000
62	SHEETING,FLUORESNT,YLW GRN,48" 3M 3983-48  SF/ROLL: 600	50.0000	RL	1,428.0000
63	SHEETING, YELLOW DG3,12.75" 3M 4081-12.75  SF/ROLL: 159.375	50.0000	RL	589.6900
64	SHEETING, YELLOW DG3, 18" 3M 4081-18  SF/ROLL: 225	50.0000	RL	832.5000
65	SHEETING, YELLOW DG3, 24" 3M 4081-24  SF/ROLL: 300	50.0000	RL	1,110.0000
66	SHEETING, YELLOW DG3, 30" 3M 4081-30  SF/ROLL: 375	50.0000	RL	1,387.5000

  
**BUYER INITIALS**  
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BUSINESS UNIT 46070025	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 501869	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
67	SHEETING, YELLOW DG3, 36" 3M 4081-36  SF/ROLL: 450	50.0000	RL	1,665.0000
68	SHEETING, YELLOW DG3, 48" 3M 4081-48  SF/ROLL: 600	50.0000	RL	2,220.0000
69	SHEETING, YELLOW GREEN DG3, 21" 3M 4083-21  SF/ROLL: 262.50	50.0000	RL	971.2500
70	SHEETING, WHITE DG3, 12,75" 3M 4090-12.75  SF/ROLL: 159.375	50.0000	RL	589.6900
71	SHEETING, WHITE DG3, 16" 3M 4090-16  SF/ROLL: 200	50.0000	RL	740.0000
72	SHEETING, WHITE DG3, 18" 3M 4090-18  SF/ROLL: 225	50.0000	RL	832.5000
73	SHEETING, WHITE DG3, 2" 3M 4090-2  SF/ROLL: 25	50.0000	RL	92.5000
74	SHEETING, WHITE DG3, 21" 3M 4090-21  SF/ROLL: 262.50	50.0000	RL	971.2500

  
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BUSINESS UNIT 46070025		BUYER ROBERT THOMPSON (AS)	
VENDOR NUMBER: 501869			

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
75	SHEETING, WHITE DG3, 24" 3M 4090-24  SF/ROLL: 300	50.0000	RL	1,110.0000
76	SHEETING, WHITE DG3, 3" 3M 4090-3  SF/ROLL: 37.50	50.0000	RL	138.7500
77	SHEETING, WHITE DG3 30" 3M 4090-30  SF/ROLL: 375	50.0000	RL	1,387.5000
78	SHEETING, WHITE DG3, 36" 3M 4090-36  SF/ROLL: 450	50.0000	RL	1,665.0000
79	SHEETING, WHITE DG3, 48" 3M 4090-48  SF/ROLL: 600	50.0000	RL	2,220.0000
80	SHEETING, GREEN DG3, 12.75" 3M 4097-12.75  SF/ROLL: 159.375	50.0000	RL	589.6900
81	SHEETING, GREEN DG3, 16" 3M 4097-16  SF/ROLL: 200	50.0000	RL	740.0000
82	SHEETING, GREEN DG3, 18" 3M 4097-18  SF/ROLL: 225	50.0000	RL	832.5000

  
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BUSINESS UNIT 46070025		BUYER ROBERT THOMPSON (AS)	
VENDOR NUMBER: 501869			

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
83	SHEETING, GREEN DG3, 48" 3M 4097-48  SF/ROLL: 600	50.0000	RL	2,220.0000
84	SHEETING, VINYL, WHITE, 48" 3M 7725-10-48  SF/ROLL: 600	50.0000	RL	312.0000
85	SHEETING, VINYL, BLACK, 1" 3M 7725-12-1  SF/ROLL: 12.5	50.0000	RL	6.5000
86	SHEETING, VINYL, BLACK, 18" 3M 7725-12-18  SF/ROLL: 225	50.0000	RL	117.0000
87	SHEETING, VINYL, BLACK, 2" 3M 7725-12-2  SF/ROLL: 25	50.0000	RL	13.0000
88	SHEETING, VINYL, BLACK, 24" 3M 7725-12-24  SF/ROLL: 300	50.0000	RL	156.0000
89	SHEETING, VINYL, BLACK, 3" 3M 7725-12-3  SF/ROLL: 37.5	50.0000	RL	19.5000
90	SHEETING, VINYL, BLACK, 30" 3M 7725-12-30  SF/ROLL: 375	50.0000	RL	195.0000

  
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VENDOR NUMBER: 501869	

**CONTRACT NUMBER**  
**13172 ZC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
91	SHEETING, VINYL, BLACK, 36" 3M 7725-12-36  SF/ROLL: 450	50.0000	RL	234.0000
92	SHEETING, VINYL, BLACK, 48" 3M 7725-12-48  SF/ROLL: 600	50.0000	RL	312.0000
93	SHEETING, HI INTENS, YELLOW, 48" 3M 3931-48  SF/ROLL: 600	50.0000	RL	708.0000
94	SHEETING, HI INTENS, WHITE, 48" 3M 3930-48  SF/ROLL: 600	50.0000	RL	708.0000
95	SHEETING, HI INTENSITY, RED, 24" 3M 3932-24  SF/ROLL: 300	50.0000	RL	354.0000
96	SHEETING, WHITE DG3, 1" 3M 4090-1  SF/ROLL: 12.5	50.0000	RL	46.2500
97	SHEETING, WHITE DG3, 2" 3M 4090-2  SF/ROLL: 25	50.0000	RL	92.5000
98	SHEETING, TACK PAPER 6" 3M TPM5-6  SF/ROLL: 150	50.0000	RL	48.0000

  
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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
99	SHEETING, TACK PAPER 9" 3M TPM5-9  SF/ROLL: 225	50.0000	RL	72.0000
100	SHEETING, TACK PAPER 12" 3M TPM5-12  SF/ROLL: 300	50.0000	RL	96.0000
101	SHEETING, TACK PAPER 18" 3M TPM5-18  SF/ROLL: 450	50.0000	RL	144.0000
102	SHEETING, TACK PAPER 24" 3M TPM5-24  SF/ROLL: 600	50.0000	RL	192.0000
103	VINYL, 54" X 100', GLOSS WHITE 6MIL, SOL/6GWHTCAL/P  SF/ROLL: 675	50.0000	RL	201.7600
104	PRE-SPACING TAPE, 48" ROLL 3M SCPS-2, SPECIFY SLITTING  SF/ROLL: 1,200	50.0000	RL	164.7600

  
**BUYER INITIALS**  
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## 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

## 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.*

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| • <u>3M ESPE Division</u><br>David H. Iverson                              | • <u>Electronics Markets Materials Division</u><br>Joseph F. Koch  | • <u>Industrial and Adhesive Tapes Division</u><br><i>Authority for the below individual(s) applies to Federal Supply Schedule contracts only:</i><br>Perry M. Canniff<br>Melanie J. Zahler<br>William C. Bollenbeck | • <u>Security Systems Division</u><br>Ella M. Schiralli  |
| • <u>3M Purification Inc.</u><br>Richard P. Couture<br>Daniel C. Mitchell  | • <u>GTA-NHT, Inc</u><br>Perry M. Canniff  | • <u>Occupational Health &amp; Environmental Safety Division</u><br>John E. Flanagan   | • <u>Skin and Wound Care Division</u><br>Melanie J. Zahler   |
| • <u>Aero Technologies LLC</u><br>Perry M. Canniff                         | • <u>Health Information Systems Div.</u><br>Andee S. Andriole<br>Jan C. Cline<br>Garni L. Gamison<br>Gerald 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. Terrell Jr.<br>JaeLynn C. Williams | • <u>Office Supplies Division</u><br>Malcolm P. West   | • <u>Track and Trace Solutions</u><br>Nicole A. Christopherson<br>Catherine J. LeClair<br>John W. Lehman<br>David A. Poinon<br>John F. Sebastian<br>Mary K. Zilles                         |
| • <u>Aerospace and Aircraft Maintenance Department</u><br>Perry M. Canniff |  | • <u>Mobile Interactive Solutions Division</u><br>Micki A. Summers   | • <u>Traffic Safety Systems Division</u><br>John P. Benz<br>Matthew J. Bignell<br>Richard J. LaClair<br>Daniel F. Moran<br>John N. Morris<br>Robert J. Schouvelier<br>Robert L. Storeygard |
| • <u>Abrasives Systems Division</u><br>Perry M. Canniff                    |  | • <u>Quest Technologies</u><br>James D. Banach   | • <u>Venture Tape Corporation</u><br>Perry M. Canniff  |
| • <u>Electrical Markets Division</u><br>Timothy A. Koenig                  |  |  |  |
| • <u>Energy and Advanced Materials Division</u><br>Scott R. Hanson         |  |  |  |

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

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| • <u>Global Channel Services</u><br>Paul H. Sander<br>Mark Senn  | • <u>Government Markets</u><br>Karen A. Kindem<br>Laurie A. Patrick |
| • <u>Government Contract Compliance</u><br>Richard J. Bordas<br>Elizabeth A. Grimes<br>Karin Stein O'Boyle | • <u>Office of General Counsel</u><br>Richard N. Kuyath             |

<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 the specific Business Unit or staff function.

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| <ul style="list-style-type: none"> <li>• <u>3M Purification Inc.</u><br/>Richard P. Coulure</li> <li>• <u>3M Unitek Corp.</u><br/>Daniel C. Mitchell</li> <li>• <u>Aero Technologies LLC</u><br/>Perry M. Canniff</li> <li>• <u>Abrasives Systems Division</u><br/>Perry M. Canniff</li> <li>• <u>Aerospace and Aircraft Maintenance Department</u><br/>Perry M. Canniff</li> <li>• <u>Energy and Advanced Materials Division</u><br/>Scott R. Hanson</li> </ul> | <ul style="list-style-type: none"> <li>• <u>Electronics Markets Materials Division</u><br/>Joseph F. Koch</li> <li>• <u>GTA-MHT, Inc</u><br/>Perry M. Canniff</li> <li>• <u>Health Information Systems Div.</u><br/>Andee S. Andriole<br/>Lisa M. Black<br/>Jan C. Cline<br/>Gami L. Gamison<br/>Gerald R. Jennings<br/>Myung H. Kim<br/>John C. Mathison<br/>Terri G. McCubbin<br/>James R. McDonough<br/>Ray J. Tertill Jr.<br/>JaeLynn C. Williams</li> </ul> | <ul style="list-style-type: none"> <li>• <u>Infection Prevention Division</u><br/>Melanie J. Zahler</li> <li>• <u>Industrial and Adhesive Tapes Division</u><br/><i>Authority for the below individuals applies to Federal Supply Schedule contracts only:</i><br/>Perry M. Canniff</li> <li>• <u>Occupational Health &amp; Environmental Safety Division</u><br/>John E. Flanagan</li> <li>• <u>Quest Technologies</u><br/>James D. Banach</li> </ul> | <ul style="list-style-type: none"> <li>• <u>Skin and Wound Care Division</u><br/>Melanie J. Zahler</li> <li>• <u>Track and Trace Solutions Department EBO</u><br/>Mary K. Zilles</li> <li>• <u>Traffic Safety Systems Division</u><br/>John P. Benz<br/>Matthew J. Bignell<br/>Richard J. LaClair<br/>Daniel F. Moran<br/>John N. Morris<br/>Robert J. Schouvelier<br/>Robert L. Storeygard</li> <li>• <u>Venture Tape Corporation</u><br/>Perry M. Canniff</li> </ul> |
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Authority for the below individuals applies to any Business Unit or staff function.

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| <ul style="list-style-type: none"> <li>• <u>Global Channel Services</u><br/>Mark Senn</li> <li>• <u>Government Contract Compliance</u><br/>Richard J. Bordas<br/>Elizabeth A. Grimes<br/>Karin Stein O'Boyle</li> </ul> | <ul style="list-style-type: none"> <li>• <u>Government Markets</u><br/>Karen A. Kindem<br/>Laune A. Patrick</li> <li>• <u>Office of General Counsel</u><br/>Richard N. Kuyath</li> </ul> |
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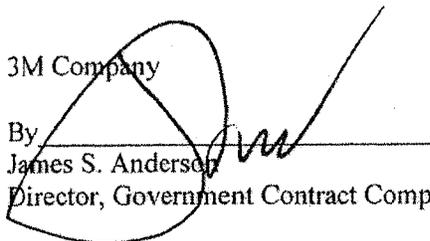
(c) To make Country of Origin certifications, the following attorney(s)-in-fact are hereby appointed:

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| <ul style="list-style-type: none"> <li>• <u>Office of General Counsel</u><br/>Richard N. Kuyath</li> </ul> | <ul style="list-style-type: none"> <li>• <u>Trade Compliance Department</u><br/><i>Authority may be sub-delegated in writing:</i><br/>Doug G. Whitman</li> </ul> |
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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 6th day of July, 2011.

3M Company

By   
James S. Anderson  
Director, Government Contract Compliance