**Additional Requirements**

1) Bidder is required to submit descriptive data or printed specifications describing sheeting bidding. Failure to comply with this request may be cause for non-acceptance of bid. Failure to comply with this request may be cause for non-acceptance of bid.

2)Vendor is required to provide written documentation and certification that products bid meet ASTM D4956 Designation as required in the specifications.

3)Quantities specified hereinbefore are estimates of usage; therefore, the State of Nevada, Division of Purchasing or the Department of Transportation SHALL NOT be obligated in any way whatsoever implied or otherwise to a definite quantity during the entire period of the contract.

4)The State of Nevada, Division of Purchasing, reserves the right to reject any or all proposals, or to accept the proposal or combination of proposals deemed to be in the best interest of the State of Nevada.

5)Contract may be cancelled for cause by fifteen (15) days written notice by either party to the other. Cause shall be defined as change in manufacturer’s price to the general public, increase in freight rates, poor delivery, etc.

6)Contracts awarded as a result of this bid may be extended from year to year provided there is no increase in prices, changes in terms, the awardees agree to the extension and the extension is in the best interest of the State (NRS 333.280).

7)Price increases **WILL NOT** be honored during the first year of the contract. Any vendor awarded a contract as a result of this bid who feels, because of price increases from their supplier, they cannot honor a price, must notify State Purchasing in writing, requesting their contract be cancelled. The State of Nevada will then obtain the product from the next lowest bidder.

8)Purchase orders issued as a result of this bid will be processed for payment by the Nevada Department of Transportation (or any using agency) as each order is delivered and invoiced complete. Purchases will be made by the using agency by issuing a Purchase Requisition (or equal paperwork) to the vendor for each delivery at the time it is made. Invoices shall be sent direct to the using agency for payment and shall show the **REQUISITION OR PURCHASE ORDER NUMBER.**

9)This contract is primarily for use by the Nevada Department of Transportation, however, orders may be placed by the Nevada State Purchasing Division or other State agencies, Cities, Counties or political subdivisions should the need arise.

10) **ADHERANCE TO SPECIFICATIONS:** Deviations to any of the requirements set forth in this bid shall be stated on a separate sheet and attached to this bid. Unless so stated by the bidder, the State of Nevada shall assume that all requirements have been met and shall hold the bidder to each part of the specification.

11)Any discrepancies between specification information furnished on the bid and manufacturer’s printed specifications must be documented. In case of undocumented differences the manufacturer’s printed specifications shall prevail. No bidder will be allowed to change any specification after the bid is opened.

12)Contractor, in bidding on and in the performance of this contract, shall be solely responsible for complying with all laws, including but not limited to, codes, statutes, regulations and ordinances of the City, County, State and Federal governments.

13)The State of Nevada, Division of Purchasing, reserves the right to have successful bidder furnish sample(s) of the sheeting bidding.

14)Bidders are especially cautioned to RECHECK BID PRICES FOR ERRORS prior to submitting bid as changes in bid prices after opening date and hour of bid due to an error **WILL NOT** BE PERMITTED OR ACCEPTED. Bidder shall be required to furnish sheeting at price or prices bid on or be penalized by being removed from bidder’s list for a period of one year.

15)For the purpose of uniformity, award of entire bid will be made on an “ALL OR NONE” basis. No bid will be considered on a separate item.

16)For purposes of addressing questions concerning this solicitation, the sole contact will be the Purchasing Division’s designee. Upon issuance of this solicitation, employees and representatives of the agencies identified herein will not answer questions or otherwise discuss the contents of this request with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any bid. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.