

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
301 Centennial Mail 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**  
**11602 OC**

PAGE 1 OF 3	ORDER DATE 01/27/09
BUSINESS UNIT 9001	BUYER MICHELLE KEMPER
VENDOR NUMBER: 501058	
VENDOR ADDRESS: CENVEO CORP DBA ACCLAIM ID PRODUCTS 301 S 74TH ST OMAHA NE 68114-4618	

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

**APRIL 01, 2009 THROUGH MARCH 31, 2010**

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

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

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

Original/Bid Document 11602 OC

Awarded from: 1233 OF

Contract to supply and deliver Adhesive Labels as per the attached specifications, terms and conditions for a period of one (1) year beginning April 1, 2009 through March 31, 2010. The contract may be renewed for one (1) additional one (1) year period 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.

Contract subject to thirty (30) days cancellation by either party upon written notice.

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 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

*Michelle Kemper*  
BUYER

MATERIEL ADMINISTRATOR

**State of Nebraska**  
**PERMANENT ADHESIVE LABELS**  
**Terms and Conditions**

**Scope**

It is the intent of this bid invitation to establish a contract to supply and deliver **Permanent Adhesive Labels** in accordance with the attached specifications and contract conditions.

**Term of Contract**

This Contract is in effect for a period of one year from the date of an award, unless otherwise terminated as provided herein. Contract may be renewed for additional 1 year periods when agreeable with the State of Nebraska and the contractor.

**Amendment**

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

**Cancellation Clause**

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

**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. The 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.

**Rights**

The State of Nebraska reserves the right to waive technicalities and reject any or all bids. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska.

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.

**Noncompliance Statement**

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation.

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 [matpurc@notes.state.ne.us](mailto:matpurc@notes.state.ne.us) (inquiries received within 48 hours of bid opening may not be addressed).**

**Annual Usage**

This is an open-ended contract between the vendor and the State of Nebraska to furnish an undetermined quantity of permanent adhesive labels in a given period of time. An estimated annual usage for this product is 2,000,000. This amount is not to be construed to be either a minimum or maximum.

**Bidder Instructions**

Bidders is to respond to each of the following statements. Specifications are conditions that are to be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition and the vendor will be liable to supply and deliver the specified item at the bid price. A "no" response means the bidder can not meet these conditions. "Other", responses should be used only with a narrative response explaining in detail any deviation from the bidders ability to meet the conditions outlined. An explanation of how this might be considered an acceptable alternative to meeting the conditions outlined is also to be provided.

YES   NO   OTHER

    

**Material Specifications**

Prices quoted are to be entered on the corresponding line on the bid page.

    

Labels must have a printed bar code and corresponding human readable number with perforations between each label. The human readable number shall be at least 1/8" high. The bar code shall be at least 1/2" high.

    

The labels will be placed on Medical Claims Forms using automatic labeler (Rena L326)

    

The backing of the label needs to be thin enough for the laser light on the labeler to read through for purpose of placement but not so thin they rip or that the caking rips on the labeler.

    

Labels are to be printed with a 9-digit human readable number and corresponding scannable code 39.

    

Labels will be shrink wrapped in packs of 5,000.

    

Cases of shrink wrapped labels will not exceed 22.5lbs.

    

All boxes will be clearly marked on the outside with the number of boxes shipped and sequence of numbers. i.e., box 1 of 10, box 2 of 10, etc.. The sequence of numbers will represent the corresponding numbers on the labels inside.

    

The number range and sequence of labels will be determined at the time of contract award.

    

Consecutive 3 or 9 bar coded document labels with corresponding human readable numbers.

    

There will be no asterisks or any other symbols on the bar code line.

    

Labels will be printed using an Arial font with black ink.

    

Label size .875 x 3.0

    

Label Stock/Adhesive: White thermal stock with permanent adhesive.

    

Label folding fan folded.

    

Label Make/Model: Rena L362 (or compatible)

Comments:

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YES   NO   OTHER

✓

**Price**

Prices quoted shall be firm for 120 days from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder (F.O.B. Lincoln NE ~ 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 30 days prior to effective date of increase, 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. **Price increases will not be allowed at the same time renewals are returned from vendor.** The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau.

Comments:

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**Delivery**

Deliveries are to be made to the NSOB 301 Centennial Mall South Shipping Dock, Lincoln, Nebraska, attn: Bob Kane - DHHS. Dock hours are 8:00AM - 12:00 noon and 1:00PM - 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).

✓

A successful bidder will maintain sufficient inventory to process and deliver within 14 business days ARO. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the contractor will immediately notify Bob Kane, Dept. of Health and Human Services, of the expected delivery date. The order may be canceled if the delivery time is unsatisfactory, and the State may procure item(s) from other sources and the contractor will be held responsible for any/all excess cost.

Comments:

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**Samples / Testing**

A quantity of 500 sample labels with barcode and human readable numbers on the labels will be required for testing purposes prior to an award. Vendor must supply samples as bid within 5 business days of a request. Failure to supply samples may be grounds to reject the bid. Samples may be submitted with your bid. Samples will not be returned.

Comments:

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**YES**   **NO**   **OTHER**

    

**Quality**

Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. Failure to conform to these specifications constitutes a breach of this contract, and the State of Nebraska may reject the entire order or any part thereof and recover damages of such breach.

    

All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replaced (at the State's option) for any reason and for the duration of the contract with no additional charges for shipping or restocking.

    

Design and manufacture of these labels are to be in accordance with the specifications submitted. A guarantee of satisfactory production by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation.

    

Failure to conform to these specifications constitutes breach of this contract, and the State of Nebraska may reject the entire order or any part thereof and recover damages of such breach. If the contractor breaches this contract, the State of Nebraska may, at its discretion, terminate the contract immediately upon written notice to the Contractor.

    

Labels are to be free from defects in material and printing, with no blank or duplicate labels. Bar codes must be 1/2" in size with human readable printed numbers at least 1/8" in size.

Comments:

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**Order Quantity**

Labels will be ordered in lots of 500,000 or 750,000 labels.

Comments:

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YES / NO OTHER  
✓ \_\_\_\_\_ **Orders**

Orders will be placed 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 printed on the packing slip and invoice.

✓ \_\_\_\_\_ **Invoices**

An itemized invoice including the ordering agency name, individual, purchase order number, product description, unit cost, extension and total charges will be mailed to the "bill to" address on the purchase order. Discrepancies on invoices will be corrected to the State's satisfaction within fifteen (15) days.

Comments:

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CUSTOMER NAME: State of Nebraska

DATE: 13-Feb-08

10:45 AM

1045 AM

0.875 length

0 link colors + 4cp UV if added

1 design changes

0 copy changes

1 # of (major) Changes

0 # PMS Matches

3 width

6A Factor

link coverage + 4cp UV if added

finishing

Stock #1

Stock #2

Stock #3

4 CP Separation Charges

5.5

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0



White Trans-Therm 2C Pp

Alex Barulsiak

Setup Count 160

% Run Scrap 1.50%

MSI Price 0.221

Core Size 3

Spacing Around 0.125

Label Type RCR

Offset Charged No

Coupon Multi-Web No

Embossed No

Scratch No

4cp Process(Y/N)? N

Spot Colors YES

UV Varnish NO

Fade Inks NO

Cold Foil Type NO

Total Gang Designs 0

Lines #/vg 0

Double Side N

Press Proof N

0

Quantity 500,000

Yield 96.08%

Press Count Neede 260,000

Thruput 38,600.00

Stock Cost 16,983.64

Stock Cost 373.17

Rolls 20,000

Flarewd 0

Web width 2

Linear Feet 6.5

Full Cost 20833.33

Order Entry 3.79

Material 424.41

Press 643.38

Finish 58.12

Total Cost 544.30

per m 762.00

1st order Prep Cost 1.85

NET TOTAL COST 512.41

Graphics Hours 0.00

Press Hours 1.67

Finish Hours 1.05

Ratio 1.69

20% GP 1.29

25% GP 1.37

30% GP 1.47

35% GP 1.54

40% GP 1.65

45% GP 1.71

50% GP 1.80

Variable Cost

Order Entry 3.79

Graphic Arts 0.00

Material 424.41

Press 643.38

Finish 58.12

Total Var cost 473.74

per m 703.58

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Company Name: State of Nebraska

02/13/06

Material Width	3				
Number Wide	2				
Ribbon Type	1 WAX				
Wax Ribbon Width	3				
(1, 2, 3, 4, 6, 6.5, 8.5) *for additional widths, manually enter above and note on quote that ribbon needs to be pur					
Repeat Length	0.875				
Repeat Spacing	0.125				
Quantity	500000	750000	1000000	1500000	2000000
Total Impressions	250000	375000	500000	750000	1000000
Hours	19.290	28.935	38.580	57.870	77.160
Labor	347.22	520.83	694.44	1041.67	1388.89
Ribbon Cost	118.50	177.75	237.00	355.50	474.00
Seil Cost	768.44	1152.66	1536.88	2305.33	3073.77
#ing Price/M	1.54	1.54	1.54	1.54	1.54

# Thermal

Revision Date: 5/02/05

