

# 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**  
**12546 OC**

PAGE 1 of 10	ORDER DATE 10/28/11
BUSINESS UNIT 9001	BUYER MICHELLE MUSICK (AS)
VENDOR NUMBER: 500554	
VENDOR ADDRESS: NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NEBRASKA 68130-2507	

THE CONTRACT PERIOD IS:

**AUGUST 01, 2011 THROUGH JULY 31, 2012**

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 12546 OC

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2011 through July 31, 2012. 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.

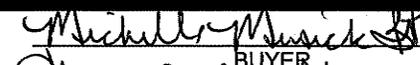
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The 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

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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.

Contract award provides for the addition of Line Item #86.

Vendor Contact:: Jerry Hoffman  
 Phone: 800-647-2737 ext. 145  
 Fax: 402-330-4109  
 E-Mail: jerry.hoffman@npaper.com

THIS IS THE SECOND RENEWAL OF THIS CONTRACT and is inclusive of Amendments 1-12 (07/12/11 jss)

AMENDMENT THIRTEEN (13): Contract is being amended to allow for a price change to lines 20, 21, 36-40, 44, 46-49, 56-60, 70-76 & 83-85. Description change to lines 21, 37-40, 47-49, 56-60 & 76, effective 08/02/11.(08/01/11 jss)

AMENDMENT FOURTEEN (14): Contract is being amended to allow for a price change to lines 1-4, 9-12, 14, 15, & 50-55 and a line description change to the item numbers on lines 50-55 effective 11-1-11. (102811 sz)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white 1210 sheets/roll, 4.0" x 4.05"	72.0000	CS	41.1000
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white 1500 sheets/roll, approx. 4.0" x 4.0"	3,616.0000	CS	32.0400
3	Roll Tissue 2-ply 80 rolls/cs	36,084.0000	CS	31.6700

  
**BUYER INITIALS**  
 R43500JNISM0001 100506

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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	GP-19880/01 550 sheets/roll white, approx. 4.0" x 4.0"			
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll 3 3/4" x 4"	56.0000	CS	38.6400
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	1,840.0000	CS	15.8900
6	Facial Tissue premium boxed KC-21400 white 36/100	344.0000	CS	30.9900
7	Disp Napkin tallfold 1-ply 1A-32680 G STND WEIGHT WHITE or natural 40/250, 6" x 13.5"	600.0000	CS	31.7400
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	320.0000	CS	38.9000
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	4,000.0000	CS	30.9900
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	20,000.0000	CS	14.7800
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pks/case	12,000.0000	CS	14.4300
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	10,000.0000	CS	16.3300
13	Paper towel roll 2-ply GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"	1,672.0000	CS	19.7900
14	Paper towel center pull roll GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L	1,012.0000	CS	30.6800
15	Wipers, delicate task, 3-ply GP-29778/03 soft non-abrasive	2,016.0000	CS	46.5300

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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	15"W x 16.7"L, 20BX(70)CS			
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs 15"W x 16.5"L	588.0000	CS	46.8000
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	1,348.0000	CS	40.2400
18	Portion cup pleated paper 3/4oz SW-075white 5000/cs	1,600.0000	CS	30.4500
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	240.0000	CS	51.2700
20	Portion cup clear plastic 2 oz PV-YS200 2400/CS	296.0000	CS	28.4700
21	Lid 2 oz portion cup 2500 cs PV-YLS2FR	232.0000	CS	33.0900
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	320.0000	CS	69.2200
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	1,028.0000	CS	33.9500
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	460.0000	CS	52.1800
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	440.0000	CS	62.4600
26	Waxed cold cup 5 oz 3000/cs SW-R53	624.0000	CS	80.2800
27	Waxed cold cup 6 oz 2000/cs SW-R6NN	40.0000	CS	61.8000
28	Waxed cold cup 9 oz 2000/cs SW-R9N	900.0000	CS	76.3500
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	180.0000	CS	12.3000

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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	3,600.0000	CS	14.4400
31	Hot/Cold cup white 12 oz WC-12C16 1000/cs	1,792.0000	CS	20.4000
32	Vented Lid for 8C8 WC-FL	240.0000	CS	7.3900
33	Vented Lid for WC-FL WC-DT8 1000/cs	40.0000	CS	10.7000
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	40.0000	CS	31.7800
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	240.0000	CS	25.3400
36	Foam plate 6" non-laminated PV-YTH10006 WHITE 1000/CS 1 section	400.0000	CS	13.6300
37	Foam plate 9" non-laminated PV-YTH10009 WHITE 500/CS 1 section	1,780.0000	CS	13.6300
38	Foam plate 9" double laminated PV-YTK10009 WHITE 500/CS 1 section	920.0000	CS	22.4400
39	Foam plate 9" double laminated PV-YTK10011 WHITE 500/CS 3 section	268.0000	CS	25.2000
40	Foam bowl 5 oz non-laminated PV-YTH10004 WHITE 1250/CS	2,040.0000	CS	22.2500
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	860.0000	CS	12.9800
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	1,200.0000	CS	15.8800
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	152.0000	CS	17.7500
44	3 compartment hinged tray foam	1,400.0000	CS	10.5200

  
**BUYER INITIALS**  
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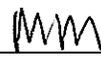
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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	PV-YTD19903 white 150/cs 9" x 9" x 3.5"			
45	16 oz Paper Food Container SW-VS516J 500/cs	200.0000	CS	54.3600
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	200.0000	CS	149.2800
47	Lid-3 comprtmnt microwavable TRAY PV-YCN8468H 250/CS clear view	100.0000	CS	76.5600
48	Single comprtmnt microwavable TRAY PV-YCN85012 12 OZ 250/CS clear view	100.0000	CS	72.7800
49	Lid for single compartment MICROWAVABLE TRAY PC-YCN8-5101 250/cs clear view	100.0000	CS	42.4200
50	Spoon medium plastic white 1A-406014 BULK PACK 1000/CS	1,600.0000	CS	7.4800
51	Spoon heavy plastic white 1A-406034 BULK PACK 1000/CS	2,440.0000	CS	16.8200
52	Fork med plastic white 1000/cs 1A-406010 BULK PACK	2,300.0000	CS	7.4800
53	Fork heavy plastic white 1A-406028 BULK PACK 1000/CS	680.0000	CS	16.8200
54	Knife med plastic white 1A-406017 BULK PACK 1000/CS	400.0000	CS	7.4800
55	Knife heavy plastic white 1A-406037 1000 BULK CS	400.0000	CS	16.8200
56	Foil 18" x 500 standard weight PV-614 CUTTER BOX 1 ROLL CS aluminum foil	200.0000	CS	19.7400
57	Foil 18" x1000 standard weight PV-615 CUTTER BOX 1 ROLL CS aluminum foil	2,040.0000	CS	34.0600

  
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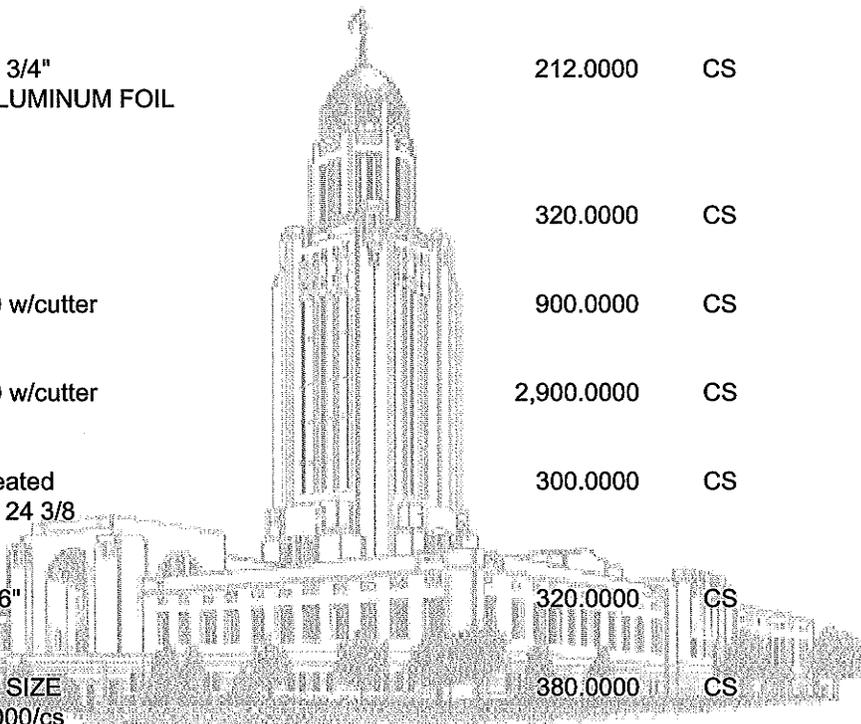
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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
58	FOIL 18"X500 HEAVY WEIGHT PV-624 CUTTER BOX 1 ROLL CS aluminum foil	640.0000	CS	24.1200
59	Foil 18" x 1000 heavy weight PV-625 CUTTER BOX 1 ROLL CS aluminum foil	400.0000	CS	47.0300
60	Foil Sheets 12" x 10 3/4" PV-721 6/500 CS ALUMINUM FOIL sheets	212.0000	CS	69.4300
61	Film 12" x 2000' AN-NW122	320.0000	CS	9.0000
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	900.0000	CS	10.5700
63	Film wrap 18 x 2000 w/cutter AN-NW182	2,900.0000	CS	12.8400
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	300.0000	CS	31.3300
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	320.0000	CS	16.6900
66	ZIPLOC BAG, PINT SIZE EK-F20608 6"x8" 1000/cs	380.0000	CS	17.9600
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	440.0000	CS	7.9500
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	700.0000	CS	12.2900
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	200.0000	CS	14.8000
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	532.0000	CS	7.3200
71	6# Brown Kraft Sleeve 500 DB-6K 6 x 3 5/8 x 11	80.0000	CS	9.7500



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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
72	8# Brown Kraft Sleeve 500 DB-8K 6 1/8 X 4 X 12 3/8	200.0000	CS	11.5300
73	12# Brown Kraft Sleeve 500 DB-12K 7 1/8 x 4 1/4 x 13 3/4	628.0000	CS	15.0400
74	20# Brown Kraft Sleeve 500 DB-20K 8 1/4 x 5 5/16 x 16 1/8	400.0000	CS	20.8400
75	57# Brown Kraft Bale 500 DB-1/6BBL57 12 x7 x 17	448.0000	CS	34.7300
76	#75 Brown Kraft Bale 400 DB-1/6BBL75 12X7X17	800.0000	CS	39.2700
77	Aprons light weight plastic ME-75007247 white 46" L x 28" W 1ml 1000/cs	352.0000	CS	46.2800
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	500.0000	CS	45.0500
79	Hairnet heavy duty nylon XL IM-7386B21 100/PK fire retardant	4,040.0000	CS	10.2400
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	1,040.0000	CS	21.9600
81	Cap paper adjustable white LA-RPPRCC2W 10/100/cs cellucap	40.0000	CS	81.1100
82	Toilet Seat Cover HS-DS5000	40.0000	CS	27.6000
83	Tampax 500/cs HS-T500	520.0000	CS	51.8600
84	Maxi pad folded thin 250/cs HS-MT-4 Sanitary Napkin	2,200.0000	CS	22.4400
85	Maxi super/overnight w/wings HS-MT200 200/cs Sanitary Napkin	900.0000	CS	30.9300
86	Roll Tissue 2 ply 80/605	1,600.0000	CS	48.7900

  
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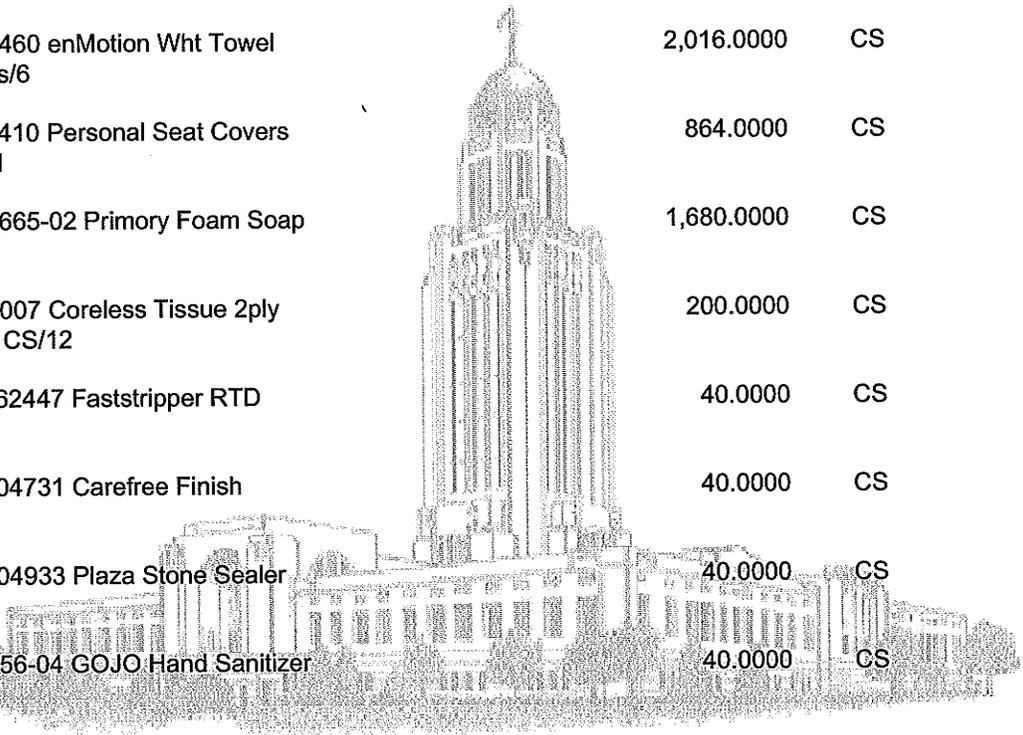
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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
87	2 mil poly apron ME-L419 Box of 100	1,000.0000	BX	12.0000
88	1 oz Portion Cup Paper SW-100 5000/cs	4,000.0000	CS	45.5800
89	GP-89460 enMotion Wht Towel 800" cs/6	2,016.0000	CS	59.4200
90	KC-07410 Personal Seat Covers CS/3M	864.0000	CS	56.1300
91	GJ-P5665-02 Primory Foam Soap CS/2	1,680.0000	CS	38.3400
92	KC-07007 Coreless Tissue 2ply 1000' CS/12	200.0000	CS	52.4800
93	SJ-4362447 Faststripper RTD 1/5L	40.0000	CS	57.2500
94	SJ-5104731 Carefree Finish 5 Gal	40.0000	CS	95.0800
95	SJ-5104933 Plaza Stone Sealer 5 Gal	40.0000	CS	95.8400
96	GJ-5456-04 GOJO Hand Sanitizer CS/4	40.0000	CS	55.0100
97	WC-4C4 CUP, 4 OZ. 1000/CS	500.0000	CS	14.8200
98	WC-4L LID 1000/CS	500.0000	CS	8.9900



## 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 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 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**  
**12546 OC**

PAGE 1 of 10	ORDER DATE 07/12/11
BUSINESS UNIT 9001	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	
VENDOR ADDRESS: NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NEBRASKA 68130-2507	

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

**AUGUST 01, 2011 THROUGH JULY 31, 2012**

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 12546 OC

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2011 through July 31, 2012. 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.

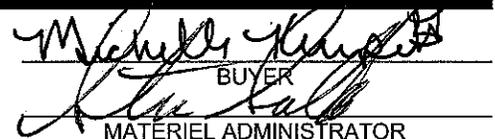
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The 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

  
BUYER  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

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PAGE 2 of 10	ORDER DATE 07/12/11
BUSINESS UNIT 9001	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

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.

Contract award provides for the addition of Line Item #86.

Vendor Contact:: Jerry Hoffman  
 Phone: 800-647-2737 ext. 145  
 Fax: 402-330-4109  
 E-Mail: jerry.hoffman@npaper.com

THIS IS THE SECOND RENEWAL OF THIS CONTRACT and is inclusive of Amendments 1-12 (07/12/11 jss)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white 1210 sheets/roll, 4.0" x 4.05"	72.0000	CS	39.8800
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white 1500 sheets/roll, aprox. 4.0" x 4.0"	3,616.0000	CS	31.1500
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll white, aprox. 4.0" x 4.0"	36,084.0000	CS	30.7800
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll	56.0000	CS	34.7800

*MK*  
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PAGE 3 of 10	ORDER DATE 07/12/11
BUSINESS UNIT 9001	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	3 3/4" x 4"			
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	1,840.0000	CS	15.8900
6	Facial Tissue premium boxed KC-21400 white 36/100	344.0000	CS	30.9900
7	Disp Napkin tallfold 1-ply 1A-32680 G STND WEIGHT WHITE or natural 40/250, 6" x 13.5"	600.0000	CS	31.7400
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	320.0000	CS	38.9000
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	4,000.0000	CS	30.0900
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	20,000.0000	CS	14.3600
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pkgs/case	12,000.0000	CS	14.0200
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	10,000.0000	CS	15.8600
13	Paper towel roll 2-ply GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"	1,672.0000	CS	19.7900
14	Paper towel center pull roll GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L	1,012.0000	CS	29.7800
15	Wipers, delicate task, 3-ply GP-29778/03 soft non-abrasive 15"W x 16.7"L, 20BX(70)CS	2,016.0000	CS	45.2000
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs 15"W x 16.5"L	588.0000	CS	46.8000

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PAGE 4 of 10	ORDER DATE 07/12/11
BUSINESS UNIT 9001	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	1,348.0000	CS	40.2400
18	Portion cup pleated paper 3/4oz SW-075white 5000/cs	1,600.0000	CS	30.4500
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	240.0000	CS	51.2700
20	Portion cup clear plastic 2 oz PV-YS200 2400/CS	296.0000	CS	26.3700
21	Lid 2 oz portion cup 2500 cs PV-PLS2	232.0000	CS	30.6400
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	320.0000	CS	69.2200
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	1,028.0000	CS	33.9500
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	460.0000	CS	52.1800
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	440.0000	CS	62.4600
26	Waxed cold cup 5 oz 3000/cs SW-R53	624.0000	CS	80.2800
27	Waxed cold cup 6 oz 2000/cs SW-R6NN	40.0000	CS	61.8000
28	Waxed cold cup 9 oz 2000/cs SW-R9N	900.0000	CS	76.3500
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	180.0000	CS	12.3000
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	3,600.0000	CS	14.4400
31	Hot/Cold cup white 12 oz	1,792.0000	CS	20.4000

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PAGE 5 of 10	ORDER DATE 07/12/11
BUSINESS UNIT 9001	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	WC-12C16 1000/cs			
32	Vented Lid for 8C8 WC-FL	240.0000	CS	7.3900
33	Vented Lid for WC-FL WC-DT8 1000/cs	40.0000	CS	10.7000
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	40.0000	CS	31.7800
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	240.0000	CS	25.3400
36	Foam plate 6" non-laminated PV-YTH10006 WHITE 1000/CS 1 section	400.0000	CS	12.6300
37	Foam plate 9" non-laminated PV-TH10009 white 500/cs 1 section	1,780.0000	CS	12.6300
38	Foam plate 9" double laminated PV-TK1-0009 white 500/cs 1 section	920.0000	CS	20.7800
39	Foam plate 9" double laminated PV-TK1-0011 white 500/cs 3 section	268.0000	CS	23.3400
40	Foam bowl 5 oz non-laminated PV-YTH-10004 white 1250/cs	2,040.0000	CS	20.6100
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	860.0000	CS	12.9800
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	1,200.0000	CS	15.8800
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	152.0000	CS	17.7500
44	3 compartment hinged tray foam PV-YTD19903 white 150/cs 9" x 9" x 3.5"	1,400.0000	CS	9.7400
45	16 oz Paper Food Container	200.0000	CS	54.3600

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PAGE 6 of 10	ORDER DATE 07/12/11
BUSINESS UNIT 9001	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SW-VS516J 500/cs			
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	200.0000	CS	138.2200
47	Lid-3 comprtmnt microwavable tray PV-CN8468H 250/cs clear view	100.0000	CS	70.8800
48	Single comprtmnt microwavable tray PV-CN85012 12 oz 250/cs clear view	100.0000	CS	67.3800
49	Lid for single compartment microwavable tray PC-CN8-5101 250/cs clear view	100.0000	CS	39.2700
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	1,600.0000	CS	7.1000
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	2,440.0000	CS	15.8200
52	Fork med plastic white 1000/cs NP-406010 bulk pack	2,300.0000	CS	7.1000
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	680.0000	CS	15.8200
54	Knife med plastic white NP-406017 bulk pack 1000/cs	400.0000	CS	7.1000
55	Knife heavy plastic white NP-406037 1000 bulk cs	400.0000	CS	15.8200
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs aluminum foil	200.0000	CS	18.2900
57	Foil 18" x1000 standard weight PV-W17 cutter box 1 roll cs aluminum foil	2,040.0000	CS	31.6300
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs aluminum foil	640.0000	CS	22.3400

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PAGE 7 of 10	ORDER DATE 07/12/11
BUSINESS UNIT 9001	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
59	Foil 18" x 1000 heavy weight PV-W23 cutter box 1 roll cs aluminum foil	400.0000	CS	43.5500
60	Foil Sheets 12" x 10 3/4" PV-W69 6/500 cs aluminum foil sheets	212.0000	CS	64.2900
61	Film 12" x 2000' AN-NW122	320.0000	CS	9.0000
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	900.0000	CS	10.5700
63	Film wrap 18 x 2000 w/cutter AN-NW182	2,900.0000	CS	12.8400
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	300.0000	CS	31.3300
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	320.0000	CS	16.6900
66	ZIPLOC BAG, PINT SIZE EK-F20608 6"x8" 1000/cs	380.0000	CS	17.9600
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	440.0000	CS	7.9500
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	700.0000	CS	12.2900
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	200.0000	CS	14.8000
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	532.0000	CS	6.6200
71	6# Brown Kraft Sleeve 500 DB-6K 6 x 3 5/8 x 11	80.0000	CS	8.8200
72	8# Brown Kraft Sleeve 500 DB-8K 6 1/8 X 4 X 12 3/8	200.0000	CS	10.7700
73	12# Brown Kraft Sleeve 500	628.0000	CS	13.6100

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PAGE 8 of 10	ORDER DATE 07/12/11
BUSINESS UNIT 9001	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	DB-12K 7 1/8 x 4 1/4 x 13 3/4			
74	20# Brown Kraft Sleeve 500 DB-20K 8 1/4 x 5 5/16 x 16 1/8	400.0000	CS	18.8600
75	57# Brown Kraft Bale 500 DB-1/6BBL57 12 x7 x 17	448.0000	CS	31.4300
76	#75 Brown Kraft Bale 400 DB-1/6BBL7 x 5 12 7 x 17	800.0000	CS	31.8800
77	Aprons light weight plastic ME-75007247 white 46" L x 28" W 1ml 1000/cs	352.0000	CS	46.2800
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	500.0000	CS	45.0500
79	Hairnet heavy duty nylon XL IM-7386B21 100/PK fire retardant	4,040.0000	CS	10.2400
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	1,040.0000	CS	21.9600
81	Cap paper adjustable white LA-RPPRC2W 10/100/cs cellucap	40.0000	CS	81.1100
82	Toilet Seat Cover HS-DS5000	40.0000	CS	27.6000
83	Tampax 500/cs HS-T500	520.0000	CS	49.3700
84	Maxi pad folded thin 250/cs HS-MT-4 Sanitary Napkin	2,200.0000	CS	21.8500
85	Maxi super/overnight w/wings HS-MT200 200/cs SanitaryNapkin	900.0000	CS	29.1700
86	Roll Tissue 2 ply 80/605	1,600.0000	CS	48.7900
87	2 mil poly apron ME-L419 Box of 100	1,000.0000	BX	12.0000

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BUSINESS UNIT 9001	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
88	1 oz Portion Cup Paper SW-100 5000/cs	4,000.0000	CS	45.5800
89	GP-89460 enMotion Wht Towel 800" cs/6	2,016.0000	CS	59.4200
90	KC-07410 Personal Seat Covers CS/3M	864.0000	CS	56.1300
91	GJ-P5665-02 Primory Foam Soap CS/2	1,680.0000	CS	38.3400
92	KC-07007 Coreless Tissue 2ply 1000' CS/12	200.0000	CS	52.4800
93	SJ-4362447 Faststripper RTD 1/5L	40.0000	CS	57.2500
94	SJ-5104731 Carefree Finish 5 Gal	40.0000	CS	95.0800
95	SJ-5104933 Plaza Stone Sealer 5 Gal	40.0000	CS	95.8400
96	GJ-5456-04 GOJO Hand Sanitizer CS/4	40.0000	CS	55.0100
97	WC-4C4 CUP, 4 OZ. 1000/CS	500.0000	CS	14.8200
98	WC-4L LID 1000/CS	500.0000	CS	8.9900

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 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 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**  
**12546 OC**

PAGE 1 of 10	ORDER DATE 06/30/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	
VENDOR ADDRESS:  NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NEBRASKA 68130-2507	

THE CONTRACT PERIOD IS:

**AUGUST 01, 2010 THROUGH JULY 31, 2011**

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 2973 OF

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2010 through July 31, 2011. 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 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

*Michelle Kemper*  
BUYER  
*Steve Suller*  
MATERIEL ADMINISTRATOR

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PAGE 2 of 10	ORDER DATE 06/30/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

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.

Contract award provides for the addition of Line Item #86.

VENDOR CONTACT: Jerry Hoffman  
PHONE: 800-647-2737 ext. 145  
FAX: 402-330-4109

THIS IS THE FIRST RENEWAL OF THIS CONTRACT and is inclusive of Amendments 1-5. (06/01/10 ta)

AMENDMENT SIX (6): Contract is amended to allow price change to lines 6, 17-19, 22-28, 34, 35, 45, 86 and 88. Product and price change on line 79. (06/24/10 djg)

AMENDMENT SEVEN (7): Contract is amended to allow price changes to lines 20, 21, 36-40, 44, 46-60 effective 08/01/10. (08/05/10 djg)

AMENDMENT EIGHT (8): Contract is amended to allow product and price change to line 20, price change to line 69 and the addition of lines 97 and 98 effective 09/01/10. (08/30/10 djg)

AMENDMENT NINE (9): Contract is amended to allow price changes to lines 1-3, 5, 9-13 and 15 effective 11/1/10. (10/27/10 ta)

AMENDMENT TEN (10): Contract is being amended to allow for description changes to lines 36 and 66. (01/14/11 djg)

AMENDMENT ELEVEN (11): Contract is being amended to allow for a price change to lines 69-76 effective 05/12/11. (05/11/11 djg)

AMENDMENT TWELVE (12): Contract is being amended to allow for a price change to lines 6, 7, 17-19, 22-35, 41-43, 45, 61-67, 90, 92 and 97, effective 07/01/11. (06/30/11 djg)

  
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PAGE 3 of 10	ORDER DATE 06/30/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white 1210 sheets/roll, 4.0" x 4.05"	72.0000	CS	39.8800
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white 1500 sheets/roll, approx. 4.0" x 4.0"	3,616.0000	CS	31.1500
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll white, approx. 4.0" x 4.0"	36,084.0000	CS	30.7800
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll 3 3/4" x 4"	56.0000	CS	34.7800
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	1,840.0000	CS	15.8900
6	Facial Tissue premium boxed KC-21400 white 36/100	344.0000	CS	30.9900
7	Disp Napkin tallfold 1-ply 1A-32680 G STND WEIGHT WHITE or natural 40/250, 6" x 13.5"	600.0000	CS	31.7400
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	320.0000	CS	38.9000
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	4,000.0000	CS	30.0900
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	20,000.0000	CS	14.3600
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pks/case	12,000.0000	CS	14.0200
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	10,000.0000	CS	15.8600
13	Paper towel roll 2-ply	1,672.0000	CS	19.7900

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PAGE 4 of 10	ORDER DATE 06/30/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"			
14	Paper towel center pull roll GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L	1,012.0000	CS	29.7800
15	Wipers, delicate task, 3-ply GP-29778/03 soft non-abrasive 15"W x 16.7"L, 20BX(70)CS	2,016.0000	CS	45.2000
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs 15"W x 16.5"L	588.0000	CS	46.8000
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	1,348.0000	CS	40.2400
18	Portion cup pleated paper 3/4oz SW-075white 5000/cs	1,600.0000	CS	30.4500
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	240.0000	CS	51.2700
20	Portion cup clear plastic 2 oz PV-YS200 2400/GS	296.0000	CS	26.3700
21	Lid 2 oz portion cup 2500 cs PV-PLS2	232.0000	CS	30.6400
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	320.0000	CS	69.2200
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	1,028.0000	CS	33.9500
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	460.0000	CS	52.1800
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	440.0000	CS	62.4600
26	Waxed cold cup 5 oz 3000/cs SW-R53	624.0000	CS	80.2800

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BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
27	Waxed cold cup 6 oz 2000/cs SW-R6NN	40.0000	CS	61.8000
28	Waxed cold cup 9 oz 2000/cs SW-R9N	900.0000	CS	76.3500
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	180.0000	CS	12.3000
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	3,600.0000	CS	14.4400
31	Hot/Cold cup white 12 oz WC-12C16 1000/cs	1,792.0000	CS	20.4000
32	Vented Lid for 8C8 WC-FL	240.0000	CS	7.3900
33	Vented Lid for WC-FL WC-DT8 1000/cs	40.0000	CS	10.7000
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	40.0000	CS	31.7800
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	240.0000	CS	25.3400
36	Foam plate 6" non-laminated PV-YTH10006 WHITE 1000/CS 1 section	400.0000	CS	12.6300
37	Foam plate 9" non-laminated PV-TH10009 white 500/cs 1 section	1,780.0000	CS	12.6300
38	Foam plate 9" double laminated PV-TK1-0009 white 500/cs 1 section	920.0000	CS	20.7800
39	Foam plate 9" double laminated PV-TK1-0011 white 500/cs 3 section	268.0000	CS	23.3400
40	Foam bowl 5 oz non-laminated PV-YTH-10004 white 1250/cs	2,040.0000	CS	20.6100
41	Foam bowl 6-8oz dble laminated	860.0000	CS	12.9800

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PAGE 6 of 10	ORDER DATE 06/30/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	WC-8B white 500/cs			
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	1,200.0000	CS	15.8800
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	152.0000	CS	17.7500
44	3 compartment hinged tray foam PV-YTD19903 white 150/cs 9" x 9" x 3.5"	1,400.0000	CS	9.7400
45	16 oz Paper Food Container SW-VS516J 500/cs	200.0000	CS	54.3600
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	200.0000	CS	138.2200
47	Lid-3 comprtmnt microwavable tray PV-CN8468H 250/cs clear view	100.0000	CS	70.8800
48	Single comprtmnt microwavable tray PV-CN85012 12 oz 250/cs clear view	100.0000	CS	67.3800
49	Lid for single compartment microwavable tray PC-CN8-5101 250/cs clear view	100.0000	CS	39.2700
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	1,600.0000	CS	7.1000
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	2,440.0000	CS	15.8200
52	Fork med plastic white 1000/cs NP-406010 bulk pack	2,300.0000	CS	7.1000
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	680.0000	CS	15.8200
54	Knife med plastic white NP-406017 bulk pack 1000/cs	400.0000	CS	7.1000
55	Knife heavy plastic white NP-406037 1000 bulk cs	400.0000	CS	15.8200

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PAGE 7 of 10	ORDER DATE 06/30/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs aluminum foil	200.0000	CS	18.2900
57	Foil 18" x1000 standard weight PV-W17 cutter box 1 roll cs aluminum foil	2,040.0000	CS	31.6300
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs aluminum foil	640.0000	CS	22.3400
59	Foil 18" x 1000 heavy weight PV-W23 cutter box 1 roll cs aluminum foil	400.0000	CS	43.5500
60	Foil Sheets 12" x 10 3/4" PV-W69 6/500 cs aluminum foil sheets	212.0000	CS	64.2900
61	Film 12" x 2000' AN-NW122	320.0000	CS	9.0000
62	Film wrap 18 x 1000 w/cutter AN-PW181 1-roll cs	900.0000	CS	10.5700
63	Film wrap 18 x 2000 w/cutter AN-NW182	2,900.0000	CS	12.8400
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	300.0000	CS	31.3300
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	320.0000	CS	16.6900
66	ZIPLOC BAG, PINT SIZE EK-F20608 6"x8" 1000/cs	380.0000	CS	17.9600
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	440.0000	CS	7.9500
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	700.0000	CS	12.2900

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PAGE 8 of 10	ORDER DATE 06/30/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	200.0000	CS	14.8000
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	532.0000	CS	6.6200
71	6# Brown Kraft Sleeve 500 DB-6K 6 x 3 5/8 x 11	80.0000	CS	8.8200
72	8# Brown Kraft Sleeve 500 DB-8K 6 1/8 X 4 X 12 3/8	200.0000	CS	10.7700
73	12# Brown Kraft Sleeve 500 DB-12K 7 1/8 x 4 1/4 x 13 3/4	628.0000	CS	13.6100
74	20# Brown Kraft Sleeve 500 DB-20K 8 1/4 x 5 5/16 x 16 1/8	400.0000	CS	18.8600
75	57# Brown Kraft Bale 500 DB-1/6BBL57 12 x7 x 17	448.0000	CS	31.4300
76	#75 Brown Kraft Bale 400 DB-1/6BBL7 x 5 12 7 x 17	800.0000	CS	31.8800
77	Aprons light weight plastic ME-75007247 white 46" L x 28" W 1ml 1000/cs	352.0000	CS	46.2800
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	500.0000	CS	45.0500
79	Hairnet heavy duty nylon XL IM-7386B21 100/PK fire retardant	4,040.0000	CS	10.2400
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	1,040.0000	CS	21.9600
81	Cap paper adjustable white LA-RPPRCC2W 10/100/cs cellucap	40.0000	CS	81.1100
82	Toilet Seat Cover HS-DS5000	40.0000	CS	27.6000
83	Tampax 500/cs	520.0000	CS	49.3700

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PAGE 9 of 10	ORDER DATE 06/30/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	HS-T500			
84	Maxi pad folded thin 250/cs HS-MT-4 Sanitary Napkin	2,200.0000	CS	21.8500
85	Maxi super/overnight w/wings HS-MT200 200/cs SanitaryNapkin	900.0000	CS	29.1700
86	Roll Tissue 2 ply 80/605	1,600.0000	CS	48.7900
87	2 mil poly apron ME-L419 Box of 100	1,000.0000	BX	12.0000
88	1 oz Portion Cup Paper SW-100 5000/cs	4,000.0000	CS	45.5800
89	GP-89460 enMotion Wht Towel 800" cs/6	2,016.0000	CS	59.4200
90	KC-07410 Personal Seat Covers CS/3M	864.0000	CS	56.1300
91	GJ-P5665-02 Primory Foam Soap CS/2	1,680.0000	CS	38.3400
92	KC-07007 Coreless Tissue 2ply 1000' CS/12	200.0000	CS	52.4800
93	SJ-4362447 Faststripper RTD 1/5L	40.0000	CS	57.2500
94	SJ-5104731 Carefree Finish 5 Gal	40.0000	CS	95.0800
95	SJ-5104933 Plaza Stone Sealer 5 Gal	40.0000	CS	95.8400
96	GJ-5456-04 GOJO Hand Sanitizer CS/4	40.0000	CS	55.0100
97	WC-4C4 CUP, 4 OZ. 1000/CS	500.0000	CS	14.8200
98	WC-4L LID 1000/CS	500.0000	CS	8.9900

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 BUYER INITIALS  
 R43500\NISM0001 100506

## 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 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**  
**12546 OC**

PAGE 1 of 10	ORDER DATE 05/11/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	
VENDOR ADDRESS: NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NEBRASKA 68130-2507	

THE CONTRACT PERIOD IS:

**AUGUST 01, 2010 THROUGH JULY 31, 2011**

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 2973 OF

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2010 through July 31, 2011. 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.

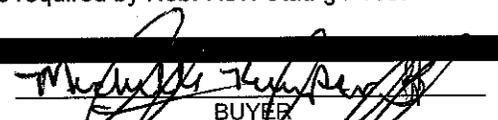
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

  
BUYER  
  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

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 OR  
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**CONTRACT NUMBER**  
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PAGE 2 of 10	ORDER DATE 05/11/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

- 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.

Contract award provides for the addition of Line Item #86.

VENDOR CONTACT: Jerry Hoffman  
 PHONE: 800-647-2737 ext. 145  
 FAX: 402-330-4109

THIS IS THE FIRST RENEWAL OF THIS CONTRACT and is inclusive of Amendments 1-5. (06/01/10 ta)

AMENDMENT SIX (6): Contract is amended to allow price change to lines 6, 17-19, 22-28, 34, 35, 45, 86 and 88. Product and price change on line 79. (06/24/10 djg)

AMENDMENT SEVEN (7): Contract is amended to allow price changes to lines 20, 21, 36-40, 44, 46-60 effective 08/01/10. (08/05/10 djg)

AMENDMENT EIGHT (8): Contract is amended to allow product and price change to line 20, price change to line 69 and the addition of lines 97 and 98 effective 09/01/10. (08/30/10 djg)

AMENDMENT NINE (9): Contract is amended to allow price changes to lines 1-3, 5, 9-13 and 15 effective 11/1/10. (10/27/10 ta)

AMENDMENT TEN (10): Contract is being amended to allow for description changes to lines 36 and 66. (01/14/11 djg)

AMENDMENT ELEVEN (11): Contract is being amended to allow for a price change to lines 69-76 effective 05/12/11. (05/11/11 djg)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white 1210 sheets/roll, 4.0" x 4.05"	72.0000	CS	39.8800

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 BUYER INITIALS  
R43500INISM0001 100506

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PAGE 3 of 10	ORDER DATE 05/11/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white 1500 sheets/roll, aprox. 4.0" x 4.0"	3,616.0000	CS	31.1500
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll white, aprox. 4.0" x 4.0"	36,084.0000	CS	30.7800
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll 3 3/4" x 4"	56.0000	CS	34.7800
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	1,840.0000	CS	15.8900
6	Facial Tissue premium boxed KC-21400 white 36/100	344.0000	CS	29.8000
7	Disp Napkin tallfold 1-ply 1A-32680 G STND WEIGHT WHITE or natural 40/250, 6" x 13.5"	600.0000	CS	30.4600
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	320.0000	CS	38.9000
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	4,000.0000	CS	30.0900
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	20,000.0000	CS	14.3600
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pks/case	12,000.0000	CS	14.0200
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	10,000.0000	CS	15.8600
13	Paper towel roll 2-ply GP-27385 85 sheets/roll; 30 rolls/case 11" x 8.8"	1,672.0000	CS	19.7900

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PAGE 4 of 10	ORDER DATE 05/11/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
14	Paper towel center pull roll GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L	1,012.0000	CS	29.7800
15	Wipers, delicate task, 3-ply GP-29778/03 soft non-abrasive 15"W x 16.7"L, 20BX(70)CS	2,016.0000	CS	45.2000
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs 15"W x 16.5"L	588.0000	CS	46.8000
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	1,348.0000	CS	38.6900
18	Portion cup pleated paper 3/4oz SW-075white 5000/cs	1,600.0000	CS	30.1100
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	240.0000	CS	46.9500
20	Portion cup clear plastic 2 oz PV-YS200 2400/CS	296.0000	CS	26.3700
21	Lid 2 oz portion cup 2500/cs PV-PLS2	232.0000	CS	30.6400
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	320.0000	CS	73.8300
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	1,028.0000	CS	34.6000
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	460.0000	CS	55.6500
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	440.0000	CS	50.4500
26	Waxed cold cup 5 oz 3000/cs SW-R53	624.0000	CS	61.0300
27	Waxed cold cup 6 oz 2000/cs SW-R6NN	40.0000	CS	53.1300

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PAGE 5 of 10	ORDER DATE 05/11/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
28	Waxed cold cup 9 oz 2000/cs SW-R9N	900.0000	CS	63.7600
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	180.0000	CS	11.9800
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	3,600.0000	CS	14.0600
31	Hot/Cold cup white 12 oz WC-12C16 1000/cs	1,792.0000	CS	19.8900
32	Vented Lid for 8C8 WC-FL	240.0000	CS	7.3500
33	Vented Lid for WC-FL WC-DT8 1000/cs	40.0000	CS	11.5000
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	40.0000	CS	32.4500
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	240.0000	CS	25.8800
36	Foam plate 6" non-laminated PV-YTH10006 WHITE 1000/CS 1 section	400.0000	CS	12.6300
37	Foam plate 9" non-laminated PV-TH10009 white 500/cs 1 section	1,780.0000	CS	12.6300
38	Foam plate 9" double laminated PV-TK1-0009 white 500/cs 1 section	920.0000	CS	20.7800
39	Foam plate 9" double laminated PV-TK1-0011 white 500/cs 3 section	268.0000	CS	23.3400
40	Foam bowl 5 oz non-laminated PV-YTH-10004 white 1250/cs	2,040.0000	CS	20.6100
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	860.0000	CS	12.6300
42	Foam bowl 12 oz dble laminated	1,200.0000	CS	15.4900

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PAGE 6 of 10	ORDER DATE 05/11/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
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**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	WC-12FC white 500/cs			
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	152.0000	CS	17.3100
44	3 compartment hinged tray foam PV-YTD19903 white 150/cs 9" x 9" x 3.5"	1,400.0000	CS	9.7400
45	16 oz Paper Food Container SW-VS516J 500/cs	200.0000	CS	53.2700
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	200.0000	CS	138.2200
47	Lid-3 comprtmnt microwavable tray PV-CN8468H 250/cs clear view	100.0000	CS	70.8800
48	Single comprtmnt microwavable tray PV-CN85012 12 oz 250/cs clear view	100.0000	CS	67.3800
49	Lid for single compartment microwavable tray PC-CN8-5101 250/cs clear view	100.0000	CS	39.2700
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	1,600.0000	CS	7.1000
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	2,440.0000	CS	15.8200
52	Fork med plastic white 1000/cs NP-406010 bulk pack	2,300.0000	CS	7.1000
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	680.0000	CS	15.8200
54	Knife med plastic white NP-406017 bulk pack 1000/cs	400.0000	CS	7.1000
55	Knife heavy plastic white NP-406037 1000 bulk cs	400.0000	CS	15.8200
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs	200.0000	CS	18.2900

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PAGE 7 of 10	ORDER DATE 05/11/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	aluminum foil			
57	Foil 18" x1000 standard weight PV-W17 cutter box 1 roll cs aluminum foil	2,040.0000	CS	31.6300
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs aluminum foil	640.0000	CS	22.3400
59	Foil 18" x 1000 heavy weight PV-W23 cutter box 1 roll cs aluminum foil	400.0000	CS	43.5500
60	Foil Sheets 12" x 10 3/4" PV-W69 6/500 cs aluminum foil sheets	212.0000	CS	64.2900
61	Film 12" x 2000' AN-NW122	320.0000	CS	8.0400
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	900.0000	CS	9.4400
63	Film wrap 18 x 2000 w/cutter AN-NW182	2,900.0000	CS	11.4900
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	300.0000	CS	29.0000
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	320.0000	CS	16.3900
66	ZIPLOC BAG, PINT SIZE EK-F20608 6"x8" 1000/cs	380.0000	CS	16.6700
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	440.0000	CS	7.3900
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	700.0000	CS	12.2900
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	200.0000	CS	14.8000

*MK*  
 BUYER INITIALS  
 R43500|NISM0001 100506

# 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 8 of 10	ORDER DATE 05/11/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
 12546 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	532.0000	CS	6.6200
71	6# Brown Kraft Sleeve 500 DB-6K 6 x 3 5/8 x 11	80.0000	CS	8.8200
72	8# Brown Kraft Sleeve 500 DB-8K 6 1/8 X 4 X 12 3/8	200.0000	CS	10.7700
73	12# Brown Kraft Sleeve 500 DB-12K 7 1/8 x 4 1/4 x 13 3/4	628.0000	CS	13.6100
74	20# Brown Kraft Sleeve 500 DB-20K 8 1/4 x 5 5/16 x 16 1/8	400.0000	CS	18.8600
75	57# Brown Kraft Bale 500 DB-1/6BBL57 12 x7 x 17	448.0000	CS	31.4300
76	#75 Brown Kraft Bale 400 DB-1/6BBL7 x 5 12 7 x 17	800.0000	CS	31.8800
77	Aprons light weight plastic ME-75007247 white 46" L x 28" W 1ml 1000/cs	352.0000	CS	46.2800
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	500.0000	CS	45.0500
79	Hairnet heavy duty nylon XL IM-7386B21 100/PK fire retardant	4,040.0000	CS	10.2400
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	1,040.0000	CS	21.9600
81	Cap paper adjustable white LA-RPPRCC2W 10/100/cs cellucap	40.0000	CS	81.1100
82	Toilet Seat Cover HS-DS5000	40.0000	CS	27.6000
83	Tampax 500/cs HS-T500	520.0000	CS	49.3700
84	Maxi pad folded thin 250/cs	2,200.0000	CS	21.8500

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PAGE 9 of 10	ORDER DATE 05/11/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	HS-MT-4 Sanitary Napkin			
85	Maxi super/overnight w/wings HS-MT200 200/cs SanitaryNapkin	900.0000	CS	29.1700
86	Roll Tissue 2 ply 80/605	1,600.0000	CS	48.7900
87	2 mil poly apron ME-L419 Box of 100	1,000.0000	BX	12.0000
88	1 oz Portion Cup Paper SW-100 5000/cs	4,000.0000	CS	45.5800
89	GP-89460 enMotion Wht Towel 800" cs/6	2,016.0000	CS	59.4200
90	KC-07410 Personal Seat Covers CS/3M	864.0000	CS	54.5000
91	GJ-P5665-02 Primory Foam Soap CS/2	1,680.0000	CS	38.3400
92	KC-07007 Coreless Tissue 2ply 1000' CS/12	200.0000	CS	50.4600
93	SJ-4362447 Faststripper RTD 1/5L	40.0000	CS	57.2500
94	SJ-5104731 Carefree Finish 5 Gal	40.0000	CS	95.0800
95	SJ-5104933 Plaza Stone Sealer 5 Gal	40.0000	CS	95.8400
96	GJ-5456-04 GOJO Hand Sanitizer CS/4	40.0000	CS	55.0100
97	WC-4C4 CUP, 4 OZ. 1000/CS	500.0000	CS	13.7200
98	WC-4L LID 1000/CS	500.0000	CS	8.9900

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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

# 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**  
**12546 OC**

PAGE 1 of 10	ORDER DATE 01/14/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	
VENDOR ADDRESS:  NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NEBRASKA 68130-2507	

THE CONTRACT PERIOD IS:

**AUGUST 01, 2010 THROUGH JULY 31, 2011**

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 2973 OF

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2010 through July 31, 2011. 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 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

*Michelle Kemper*  
BUYER  
*Steve Sulek*  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

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**CONTRACT NUMBER**  
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PAGE 2 of 10	ORDER DATE 01/14/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

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.

Contract award provides for the addition of Line Item #86.

VENDOR CONTACT: Jerry Hoffman  
 PHONE: 800-647-2737 ext. 145  
 FAX: 402-330-4109

THIS IS THE FIRST RENEWAL OF THIS CONTRACT and is inclusive of Amendments 1-5. (06/01/10 ta)

AMENDMENT SIX (6): Contract is amended to allow price change to lines 6, 17-19, 22-28, 34, 35, 45, 86 and 88. Product and price change on line 79. (06/24/10 djg)

AMENDMENT SEVEN (7): Contract is amended to allow price changes to lines 20, 21, 36-40, 44, 46-60 effective 08/01/10. (08/05/10 djg)

AMENDMENT EIGHT (8): Contract is amended to allow product and price change to line 20, price change to line 69 and the addition of lines 97 and 98 effective 09/01/10. (08/30/10 djg)

AMENDMENT NINE (9): Contract is amended to allow price changes to lines 1-3, 5, 9-13 and 15 effective 11/1/10. (10/27/10 ta)

AMENDMENT TEN (10): Contract is being amended to allow for description changes to lines 36 and 66. (01/14/11 djg)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white 1210 sheets/roll, 4.0" x 4.05"	72.0000	CS	39.8800
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white	3,616.0000	CS	31.1500

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PAGE 3 of 10	ORDER DATE 01/14/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	1500 sheets/roll, aprox. 4.0" x 4.0"			
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll white, aprox. 4.0" x 4.0"	36,084.0000	CS	30.7800
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll 3 3/4" x 4"	56.0000	CS	34.7800
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	1,840.0000	CS	15.8900
6	Facial Tissue premium boxed KC-21400 white 36/100	344.0000	CS	29.8000
7	Disp Napkin tallfold 1-ply 1A-32680 G STND WEIGHT WHITE or natural 40/250, 6" x 13.5"	600.0000	CS	30.4600
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	320.0000	CS	38.9000
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	4,000.0000	CS	30.0900
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	20,000.0000	CS	14.3600
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pks/case	12,000.0000	CS	14.0200
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	10,000.0000	CS	15.8600
13	Paper towel roll 2-ply GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"	1,672.0000	CS	19.7900
14	Paper towel center pull roll GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L	1,012.0000	CS	29.7800

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 4 of 10	ORDER DATE 01/14/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
15	Wipers, delicate task, 3-ply GP-29778/03 soft non-abrasive 15"W x 16.7"L, 20BX(70)CS	2,016.0000	CS	45.2000
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs 15"W x 16.5"L	588.0000	CS	46.8000
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	1,348.0000	CS	38.6900
18	Portion cup pleated paper3/4oz SW-075white 5000/cs	1,600.0000	CS	30.1100
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	240.0000	CS	46.9500
20	Portion cup clear plastic 2 oz PV-YS200 2400/CS	296.0000	CS	26.3700
21	Lid 2 oz portion cup 2500 cs PV-PLS2	232.0000	CS	30.6400
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	320.0000	CS	73.8300
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	1,028.0000	CS	34.6000
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	460.0000	CS	55.6500
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	440.0000	CS	50.4500
26	Waxed cold cup 5 oz 3000/cs SW-R53	624.0000	CS	61.0300
27	Waxed cold cup 6 oz 2000/cs SW-R6NN	40.0000	CS	53.1300
28	Waxed cold cup 9 oz 2000/cs SW-R9N	900.0000	CS	63.7600

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PAGE 5 of 10	ORDER DATE 01/14/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	180.0000	CS	11.9800
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	3,600.0000	CS	14.0600
31	Hot/Cold cup white 12 oz WC-12C16 1000/cs	1,792.0000	CS	19.8900
32	Vented Lid for 8C8 WC-FL	240.0000	CS	7.3500
33	Vented Lid for WC-FL WC-DT8 1000/cs	40.0000	CS	11.5000
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	40.0000	CS	32.4500
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	240.0000	CS	25.8800
36	Foam plate 6" non-laminated PV-YTH10006 WHITE 1000/CS 1 section	400.0000	CS	12.6300
37	Foam plate 9" non-laminated PV-TH10009 white 500/cs 1 section	1,780.0000	CS	12.6300
38	Foam plate 9" double laminated PV-TK1-0009 white 500/cs 1 section	920.0000	CS	20.7800
39	Foam plate 9" double laminated PV-TK1-0011 white 500/cs 3 section	268.0000	CS	23.3400
40	Foam bowl 5 oz non-laminated PV-YTH-10004 white 1250/cs	2,040.0000	CS	20.6100
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	860.0000	CS	12.6300
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	1,200.0000	CS	15.4900
43	Foam bowl 16oz laminatd inside	152.0000	CS	17.3100

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PAGE 6 of 10	ORDER DATE 01/14/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	WC-16FC 500/cs			
44	3 compartment hinged tray foam PV-YTD19903 white 150/cs 9" x 9" x 3.5"	1,400.0000	CS	9.7400
45	16 oz Paper Food Container SW-VS516J 500/cs	200.0000	CS	53.2700
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	200.0000	CS	138.2200
47	Lid-3 comprtmnt microwavable tray PV-CN8468H 250/cs clear view	100.0000	CS	70.8800
48	Single comprtmnt microwavable tray PV-CN85012 12 oz 250/cs clear view	100.0000	CS	67.3800
49	Lid for single compartment microwavable tray PC-CN8-5101 250/cs clear view	100.0000	CS	39.2700
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	1,600.0000	CS	7.1000
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	2,440.0000	CS	15.8200
52	Fork med plastic white 1000/cs NP-406010 bulk pack	2,300.0000	CS	7.1000
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	680.0000	CS	15.8200
54	Knife med plastic white NP-406017 bulk pack 1000/cs	400.0000	CS	7.1000
55	Knife heavy plastic white NP-406037 1000 bulk cs	400.0000	CS	15.8200
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs aluminum foil	200.0000	CS	18.2900
57	Foil 18" x1000 standard weight	2,040.0000	CS	31.6300

*MK*  
 BUYER INITIALS  
R43500\NISM0001 100506

# 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 7 of 10	ORDER DATE 01/14/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	PV-W17 cutter box 1 roll cs aluminum foil			
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs aluminum foil	640.0000	CS	22.3400
59	Foil 18" x 1000 heavy weight PV-W23 cutter box 1 roll cs aluminum foil	400.0000	CS	43.5500
60	Foil Sheets 12" x 10 3/4" PV-W69 6/500 cs aluminum foil sheets	212.0000	CS	64.2900
61	Film 12" x 2000' AN-NW122	320.0000	CS	8.0400
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	900.0000	CS	9.4400
63	Film wrap 18 x 2000 w/cutter AN-NW182	2,900.0000	CS	11.4900
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	300.0000	CS	29.0000
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	320.0000	CS	16.3900
66	ZIPLOC BAG, PINT SIZE EK-F20608 6"x8" 1000/cs	380.0000	CS	16.6700
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	440.0000	CS	7.3900
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	700.0000	CS	12.2900
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	200.0000	CS	13.7700
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	532.0000	CS	6.0700

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PAGE 8 of 10	ORDER DATE 01/14/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
71	6# Brown Kraft Sleeve 500 DB-6K 6 x 3 5/8 x 11	80.0000	CS	8.1000
72	8# Brown Kraft Sleeve 500 DB-8K 6 1/8 X 4 X 12 3/8	200.0000	CS	9.2100
73	12# Brown Kraft Sleeve 500 DB-12K 7 1/8 x 4 1/4 x 13 3/4	628.0000	CS	12.4900
74	20# Brown Kraft Sleeve 500 DB-20K 8 1/4 x 5 5/16 x 16 1/8	400.0000	CS	17.3000
75	57# Brown Kraft Bale 500 DB-1/6BBL57 12 x7 x 17	448.0000	CS	29.6500
76	#75 Brown Kraft Bale 400 DB-1/6BBL7 x 5 12 7 x 17	800.0000	CS	29.6200
77	Aprons light weight plastic ME-75007247 white 46" L x 28" W 1ml 1000/cs	352.0000	CS	46.2800
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	500.0000	CS	45.0500
79	Hairnet heavy duty nylon XL IM-7386B21 100/PK fire retardant	4,040.0000	CS	10.2400
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	1,040.0000	CS	21.9600
81	Cap paper adjustable white LA-RPPRCC2W 10/100/cs cellucap	40.0000	CS	81.1100
82	Toilet Seat Cover HS-DS5000	40.0000	CS	27.6000
83	Tampax 500/cs HS-T500	520.0000	CS	49.3700
84	Maxi pad folded thin 250/cs HS-MT-4 Sanitary Napkin	2,200.0000	CS	21.8500
85	Maxi super/overnight w/wings	900.0000	CS	29.1700

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PAGE 9 of 10	ORDER DATE 01/14/11
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	HS-MT200 200/cs SanitaryNapkin			
86	Roll Tissue 2 ply 80/605	1,600.0000	CS	48.7900
87	2 mil poly apron ME-L419 Box of 100	1,000.0000	BX	12.0000
88	1 oz Portion Cup Paper SW-100 5000/cs	4,000.0000	CS	45.5800
89	GP-89460 enMotion Wht Towel 800" cs/6	2,016.0000	CS	59.4200
90	KC-07410 Personal Seat Covers CS/3M	864.0000	CS	54.5000
91	GJ-P5665-02 Primory Foam Soap CS/2	1,680.0000	CS	38.3400
92	KC-07007 Coreless Tissue 2ply 1000' CS/12	200.0000	CS	50.4600
93	SJ-4362447 Faststripper RTD 1/5L	40.0000	CS	57.2500
94	SJ-5104731 Carefree Finish 5 Gal	40.0000	CS	95.0800
95	SJ-5104933 Plaza Stone Sealer 5 Gal	40.0000	CS	95.8400
96	GJ-5456-04 GOJO Hand Sanitizer CS/4	40.0000	CS	55.0100
97	WC-4C4 CUP, 4 OZ. 1000/CS	500.0000	CS	13.7200
98	WC-4L LID 1000/CS	500.0000	CS	8.9900

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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 (1) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

**DRUG POLICY -** Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

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

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

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

Revised: 02/2004

# 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**  
**12546 OC**

PAGE 1 of 10	ORDER DATE 10/27/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	
VENDOR ADDRESS:  NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NEBRASKA 68130-2507	

THE CONTRACT PERIOD IS:

**AUGUST 01, 2010 THROUGH JULY 31, 2011**

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 2973 OF

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2010 through July 31, 2011. 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.

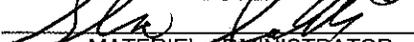
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

  
BUYER  
  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

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PAGE 2 of 10	ORDER DATE 10/27/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

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.

Contract award provides for the addition of Line Item #86.

VENDOR CONTACT: Jerry Hoffman  
 PHONE: 800-647-2737 ext. 145  
 FAX: 402-330-4109

THIS IS THE FIRST RENEWAL OF THIS CONTRACT and is inclusive of Amendments 1-5. (06/01/10 ta)

AMENDMENT SIX (6): Contract is amended to allow price change to lines 6, 17-19, 22-28, 34, 35, 45, 86 and 88. Product and price change on line 79. (06/24/10 djg)

AMENDMENT SEVEN (7): Contract is amended to allow price changes to lines 20, 21, 36-40, 44, 46-60 effective 08/01/10. (08/05/10 djg)

AMENDMENT EIGHT (8): Contract is amended to allow product and price change to line 20, price change to line 69 and the addition of lines 97 and 98 effective 09/01/10. (08/30/10 djg)

AMENDMENT NINE (9): Contract is amended to allow price changes to lines 1-3, 5, 9-13 and 15 effective 11/01/10. (10/27/10 ta)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white 1210 sheets/roll, 4.0" x 4.05"	72.0000	CS	39.8800
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white 1500 sheets/roll, approx. 4.0" x 4.0"	3,616.0000	CS	31.1500

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PAGE 3 of 10	ORDER DATE 10/27/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll white, approx. 4.0" x 4.0"	36,084.0000	CS	30.7800
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll 3 3/4" x 4"	56.0000	CS	34.7800
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	1,840.0000	CS	15.8900
6	Facial Tissue premium boxed KC-21400 white 36/100	344.0000	CS	29.8000
7	Disp Napkin tallfold 1-ply 1A-32680 G STND WEIGHT WHITE or natural 40/250, 6" x 13.5"	600.0000	CS	30.4600
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	320.0000	CS	38.9000
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	4,000.0000	CS	30.0900
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	20,000.0000	CS	14.3600
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pkgs/case	12,000.0000	CS	14.0200
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	10,000.0000	CS	15.8600
13	Paper towel roll 2-ply GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"	1,672.0000	CS	19.7900
14	Paper towel center pull roll GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L	1,012.0000	CS	29.7800
15	Wipers, delicate task, 3-ply	2,016.0000	CS	45.2000

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PAGE 4 of 10	ORDER DATE 10/27/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	GP-29778/03 soft non-abrasive 15"W x 16.7"L, 20BX(70)CS			
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs 15"W x 16.5"L	588.0000	CS	46.8000
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	1,348.0000	CS	38.6900
18	Portion cup pleated paper 3/4oz SW-075white 5000/cs	1,600.0000	CS	30.1100
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	240.0000	CS	46.9500
20	Portion cup clear plastic 2 oz PV-YS200 2400/CS	296.0000	CS	26.3700
21	Lid 2 oz portion cup 2500 cs PV-PLS2	232.0000	CS	30.6400
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	320.0000	CS	73.8300
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	1,028.0000	CS	34.6000
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	460.0000	CS	55.6500
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	440.0000	CS	50.4500
26	Waxed cold cup 5 oz 3000/cs SW-R53	624.0000	CS	61.0300
27	Waxed cold cup 6 oz 2000/cs SW-R6NN	40.0000	CS	53.1300
28	Waxed cold cup 9 oz 2000/cs SW-R9N	900.0000	CS	63.7600
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	180.0000	CS	11.9800

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PAGE 5 of 10	ORDER DATE 10/27/10
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VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	3,600.0000	CS	14.0600
31	Hot/Cold cup white 12 oz WC-12C16 1000/cs	1,792.0000	CS	19.8900
32	Vented Lid for 8C8 WC-FL	240.0000	CS	7.3500
33	Vented Lid for WC-FL WC-DT8 1000/cs	40.0000	CS	11.5000
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	40.0000	CS	32.4500
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	240.0000	CS	25.8800
36	Foam plate 6" non-laminated PV-TH10006 white 1000/cs 1 section	400.0000	CS	12.6300
37	Foam plate 9" non-laminated PV-TH10009 white 500/cs 1 section	1,780.0000	CS	12.6300
38	Foam plate 9" double laminated PV-TK1-0009 white 500/cs 1 section	920.0000	CS	20.7800
39	Foam plate 9" double laminated PV-TK1-0011 white 500/cs 3 section	268.0000	CS	23.3400
40	Foam bowl 5 oz non-laminated PV-YTH-10004 white 1250/cs	2,040.0000	CS	20.6100
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	860.0000	CS	12.6300
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	1,200.0000	CS	15.4900
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	152.0000	CS	17.3100

*MK*  
 BUYER INITIALS  
 R43500|NISM0001 100505

# 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 6 of 10	ORDER DATE 10/27/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
44	3 compartment hinged tray foam PV-YTD19903 white 150/cs 9" x 9" x 3.5"	1,400.0000	CS	9.7400
45	16 oz Paper Food Container SW-VS516J 500/cs	200.0000	CS	53.2700
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	200.0000	CS	138.2200
47	Lid-3 comprtmnt microwavable tray PV-CN8468H 250/cs clear view	100.0000	CS	70.8800
48	Single comprtmnt microwavable tray PV-CN85012 12 oz 250/cs clear view	100.0000	CS	67.3800
49	Lid for single compartment microwavable tray PC-CN8-5101 250/cs clear view	100.0000	CS	39.2700
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	1,600.0000	CS	7.1000
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	2,440.0000	CS	15.8200
52	Fork med plastic white 1000/cs NP-406010 bulk pack	2,300.0000	CS	7.1000
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	680.0000	CS	15.8200
54	Knife med plastic white NP-406017 bulk pack 1000/cs	400.0000	CS	7.1000
55	Knife heavy plastic white NP-406037 1000 bulk cs	400.0000	CS	15.8200
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs aluminum foil	200.0000	CS	18.2900
57	Foil 18" x1000 standard weight PV-W17 cutter box 1 roll cs aluminum foil	2,040.0000	CS	31.6300

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 7 of 10	ORDER DATE 10/27/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs aluminum foil	640.0000	CS	22.3400
59	Foil 18" x 1000 heavy weight PV-W23 cutter box 1 roll cs aluminum foil	400.0000	CS	43.5500
60	Foil Sheets 12" x 10 3/4" PV-W69 6/500 cs aluminum foil sheets	212.0000	CS	64.2900
61	Film 12" x 2000' AN-NW122	320.0000	CS	8.0400
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	900.0000	CS	9.4400
63	Film wrap 18 x 2000 w/cutter AN-NW182	2,900.0000	CS	11.4900
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	300.0000	CS	29.0000
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	320.0000	CS	16.3900
66	Ziploc Quart Bag, pint size EK-F20608 6"x8" 1000/cs	380.0000	CS	16.6700
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	440.0000	CS	7.3900
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	700.0000	CS	12.2900
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	200.0000	CS	13.7700
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	532.0000	CS	6.0700
71	6# Brown Kraft Sleeve 500 DB-6K 6 x 3 5/8 x 11	80.0000	CS	8.1000

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PAGE 8 of 10	ORDER DATE 10/27/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
72	8# Brown Kraft Sleeve 500 DB-8K 6 1/8 X 4 X 12 3/8	200.0000	CS	9.2100
73	12# Brown Kraft Sleeve 500 DB-12K 7 1/8 x 4 1/4 x 13 3/4	628.0000	CS	12.4900
74	20# Brown Kraft Sleeve 500 DB-20K 8 1/4 x 5 5/16 x 16 1/8	400.0000	CS	17.3000
75	57# Brown Kraft Bale 500 DB-1/6BBL57 12 x7 x 17	448.0000	CS	29.6500
76	#75 Brown Kraft Bale 400 DB-1/6BBL7 x 5 12 7 x 17	800.0000	CS	29.6200
77	Aprons light weight plastic ME-75007247 white 46" L x 28" W 1ml 1000/cs	352.0000	CS	46.2800
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	500.0000	CS	45.0500
79	Hairnet heavy duty nylon XL IM-7386B21 100/PK fire retardant	4,040.0000	CS	10.2400
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	1,040.0000	CS	21.9600
81	Cap paper adjustable white LA-RPPRCC2W 10/100/cs cellucap	40.0000	CS	81.1100
82	Toilet Seat Cover HS-DS5000	40.0000	CS	27.6000
83	Tampax 500/cs HS-T500	520.0000	CS	49.3700
84	Maxi pad folded thin 250/cs HS-MT-4 Sanitary Napkin	2,200.0000	CS	21.8500
85	Maxi super/overnight w/wings HS-MT200 200/cs Sanitary Napkin	900.0000	CS	29.1700

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PAGE 9 of 10	ORDER DATE 10/27/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
86	Roll Tissue 2 ply 80/605	1,600.0000	CS	48.7900
87	2 mil poly apron ME-L419 Box of 100	1,000.0000	BX	12.0000
88	1 oz Portion Cup Paper SW-100 5000/cs	4,000.0000	CS	45.5800
89	GP-89460 enMotion Wht Towel 800" cs/6	2,016.0000	CS	59.4200
90	KC-07410 Personal Seat Covers CS/3M	864.0000	CS	54.5000
91	GJ-P5665-02 Primory Foam Soap CS/2	1,680.0000	CS	38.3400
92	KC-07007 Coreless Tissue 2ply 1000' CS/12	200.0000	CS	50.4600
93	SJ-4362447 Faststripper RTD 1/5L	40.0000	CS	57.2500
94	SJ-5104731 Carefree Finish 5 Gal	40.0000	CS	95.0800
95	SJ-5104933 Plaza Stone Sealer 5 Gal	40.0000	CS	95.8400
96	GJ-5456-04 GOJO Hand Sanitizer CS/4	40.0000	CS	55.0100
97	WC-4C4 CUP, 4 OZ. 1000/CS	500.0000	CS	13.7200
98	WC-4L LID 1000/CS	500.0000	CS	8.9900

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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

# STATE OF NEBRASKA CONTRACT AMENDMENT

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 1 of 10	ORDER DATE 08/30/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	
VENDOR ADDRESS: NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NEBRASKA 68130-2507	

THE CONTRACT PERIOD IS:

**AUGUST 01, 2009 THROUGH JULY 31, 2011**

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 2973 OF

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2010 through July 31, 2011. 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.

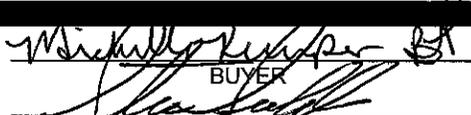
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

  
BUYER  
  
MATERIEL ADMINISTRATOR

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PAGE 2 of 10	ORDER DATE 08/30/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

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.

Contract award provides for the addition of Line Item #86.

VENDOR CONTACT: Jerry Hoffman  
 PHONE: 800-647-2737 ext. 145  
 FAX: 402-330-4109

THIS IS THE FIRST RENEWAL OF THIS CONTRACT and is inclusive of Amendments 1-5. (06/01/10 ta)

AMENDMENT SIX (6): Contract is amended to allow price change to lines 6, 17-19, 22-28, 34, 35, 45, 86 and 88. Product and price change on line 79. (06/24/10 djg)

AMENDMENT SEVEN (7): Contract is amended to allow price changes to lines 20, 21, 36-40, 44, 46-60 effective 08/01/10. (08/05/10 djg)

AMENDMENT EIGHT (8): Contract is amended to allow product and price change to line 20, price change to line 69 and the addition of lines 97 and 98 effective 09/01/10. (08/30/10 djg)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white 1210 sheets/roll, 4.0" x 4.05"	72.0000	CS	38.2900
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white 1500 sheets/roll, aprox. 4.0" x 4.0"	3,616.0000	CS	29.9900
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll white, aprox. 4.0" x 4.0"	36,084.0000	CS	29.5200

  
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PAGE 3 of 10	ORDER DATE 08/30/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll 3 3/4" x 4"	56.0000	CS	34.7800
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	1,840.0000	CS	15.2600
6	Facial Tissue premium boxed KC-21400 white 36/100	344.0000	CS	29.8000
7	Disp Napkin tallfold 1-ply 1A-32680 G STND WEIGHT WHITE or natural 40/250, 6" x 13.5"	600.0000	CS	30.4600
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	320.0000	CS	38.9000
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	4,000.0000	CS	29.0300
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	20,000.0000	CS	13.8400
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pks/case	12,000.0000	CS	13.5000
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	10,000.0000	CS	15.1800
13	Paper towel roll 2-ply GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"	1,672.0000	CS	19.2600
14	Paper towel center pull roll GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L	1,012.0000	CS	29.7800
15	Wipers, delicate task, 3-ply GP-29778/03 soft non-abrasive 15"W x 16.7"L, 20BX(70)CS	2,016.0000	CS	43.7700

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 4 of 10	ORDER DATE 08/30/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs 15"W x 16.5"L	588.0000	CS	46.8000
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	1,348.0000	CS	38.6900
18	Portion cup pleated paper 3/4oz SW-075white 5000/cs	1,600.0000	CS	30.1100
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	240.0000	CS	46.9500
20	Portion cup clear plastic 2 oz PV-YS200 2400/CS	296.0000	CS	26.3700
21	Lid 2 oz portion cup 2500 cs PV-PLS2	232.0000	CS	30.6400
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	320.0000	CS	73.8300
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	1,028.0000	CS	34.6000
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	460.0000	CS	55.6500
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	440.0000	CS	50.4500
26	Waxed cold cup 5 oz 3000/cs SW-R53	624.0000	CS	61.0300
27	Waxed cold cup 6 oz 2000/cs SW-R6NN	40.0000	CS	53.1300
28	Waxed cold cup 9 oz 2000/cs SW-R9N	900.0000	CS	63.7600
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	180.0000	CS	11.9800
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	3,600.0000	CS	14.0600

*MK*  
 BUYER INITIALS  
R43500JNISM001 100506

# 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  
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PAGE 5 of 10	ORDER DATE 08/30/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
31	Hot/Cold cup white 12 oz WC-12C16 1000/cs	1,792.0000	CS	19.8900
32	Vented Lid for 8C8 WC-FL	240.0000	CS	7.3500
33	Vented Lid for WC-FL WC-DT8 1000/cs	40.0000	CS	11.5000
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	40.0000	CS	32.4500
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	240.0000	CS	25.8800
36	Foam plate 6" non-laminated PV-TH10006 white 1000/cs 1 section	400.0000	CS	12.6300
37	Foam plate 9" non-laminated PV-TH10009 white 500/cs 1 section	1,780.0000	CS	12.6300
38	Foam plate 9" double laminated PV-TK1-0009 white 500/cs 1 section	920.0000	CS	20.7800
39	Foam plate 9" double laminated PV-TK1-0011 white 500/cs 3 section	268.0000	CS	23.3400
40	Foam bowl 5 oz non-laminated PV-YTH-10004 white 1250/cs	2,040.0000	CS	20.6100
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	860.0000	CS	12.6300
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	1,200.0000	CS	15.4900
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	152.0000	CS	17.3100
44	3 compartment hinged tray foam PV-YTD19903 white 150/cs 9" x 9" x 3.5"	1,400.0000	CS	9.7400

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PAGE 6 of 10	ORDER DATE 08/30/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
45	16 oz Paper Food Container SW-VS516J 500/cs	200.0000	CS	53.2700
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	200.0000	CS	138.2200
47	Lid-3 comprtmnt microwavable tray PV-CN8468H 250/cs clear view	100.0000	CS	70.8800
48	Single comprtmnt microwavable tray PV-CN85012 12 oz 250/cs clear view	100.0000	CS	67.3800
49	Lid for single compartment microwavable tray PC-CN8-5101 250/cs clear view	100.0000	CS	39.2700
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	1,600.0000	CS	7.1000
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	2,440.0000	CS	15.8200
52	Fork med plastic white 1000/cs NP-406010 bulk pack	2,300.0000	CS	7.1000
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	680.0000	CS	15.8200
54	Knife med plastic white NP-406017 bulk pack 1000/cs	400.0000	CS	7.1000
55	Knife heavy plastic white NP-406037 1000 bulk cs	400.0000	CS	15.8200
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs aluminum foil	200.0000	CS	18.2900
57	Foil 18" x1000 standard weight PV-W17 cutter box 1 roll cs aluminum foil	2,040.0000	CS	31.6300
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs	640.0000	CS	22.3400

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PAGE 7 of 10	ORDER DATE 08/30/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	aluminum foil			
59	Foil 18" x 1000 heavy weight PV-W23 cutter box 1 roll cs aluminum foil	400.0000	CS	43.5500
60	Foil Sheets 12" x 10 3/4" PV-W69 6/500 cs aluminum foil sheets	212.0000	CS	64.2900
61	Film 12" x 2000' AN-NW122	320.0000	CS	8.0400
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	900.0000	CS	9.4400
63	Film wrap 18 x 2000 w/cutter AN-NW182	2,900.0000	CS	11.4900
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	300.0000	CS	29.0000
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	320.0000	CS	16.3900
66	Ziploc Quart Bag, pint size EK-F20608 6"x8" 1000/cs	380.0000	CS	16.6700
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	440.0000	CS	7.3900
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	700.0000	CS	12.2900
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	200.0000	CS	13.7700
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	532.0000	CS	6.0700
71	6# Brown Kraft Sleeve 500 DB-6K 6 x 3 5/8 x 11	80.0000	CS	8.1000
72	8# Brown Kraft Sleeve 500 DB-8K 6 1/8 X 4 X 12 3/8	200.0000	CS	9.2100

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PAGE 8 of 10	ORDER DATE 08/30/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
 12546 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
73	12# Brown Kraft Sleeve 500 DB-12K 7 1/8 x 4 1/4 x 13 3/4	628.0000	CS	12.4900
74	20# Brown Kraft Sleeve 500 DB-20K 8 1/4 x 5 5/16 x 16 1/8	400.0000	CS	17.3000
75	57# Brown Kraft Bale 500 DB-1/6BBL57 12 x7 x 17	448.0000	CS	29.6500
76	#75 Brown Kraft Bale 400 DB-1/6BBL7 x 5 12 7 x 17	800.0000	CS	29.6200
77	Aprons light weight plastic ME-75007247 white 46" L x 28" W 1ml 1000/cs	352.0000	CS	46.2800
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	500.0000	CS	45.0500
79	Hairnet heavy duty nylon XL IM-7386B21 100/PK fire retardant	4,040.0000	CS	10.2400
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	1,040.0000	CS	21.9600
81	Cap paper adjustable white LA-RPPRCC2W 10/100/cs cellucap	40.0000	CS	81.1100
82	Toilet Seat Cover HS-DS5000	40.0000	CS	27.6000
83	Tampax 500/cs HS-T500	520.0000	CS	49.3700
84	Maxi pad folded thin 250/cs HS-MT-4 Sanitary Napkin	2,200.0000	CS	21.8500
85	Maxi super/overnight w/wings HS-MT200 200/cs SanitaryNapkin	900.0000	CS	29.1700
86	Roll Tissue 2 ply 80/605	1,600.0000	CS	48.7900

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PAGE 9 of 10	ORDER DATE 08/30/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
87	2 mil poly apron ME-L419 Box of 100	1,000.0000	BX	12.0000
88	1 oz Portion Cup Paper SW-100 5000/cs	4,000.0000	CS	45.5800
89	GP-89460 enMotion Wht Towel 800" cs/6	2,016.0000	CS	59.4200
90	KC-07410 Personal Seat Covers CS/3M	864.0000	CS	54.5000
91	GJ-P5665-02 Primory Foam Soap CS/2	1,680.0000	CS	38.3400
92	KC-07007 Coreless Tissue 2ply 1000' CS/12	200.0000	CS	50.4600
93	SJ-4362447 Faststripper RTD 1/5L	40.0000	CS	57.2500
94	SJ-5104731 Carefree Finish 5 Gal	40.0000	CS	95.0800
95	SJ-5104933 Plaza Stone Sealer 5 Gal	40.0000	CS	95.8400
96	GJ-5456-04 GOJO Hand Sanitizer CS/4	40.0000	CS	55.0100
97	WC-4C4 CUP, 4 OZ. 1000/CS	500.0000	CS	13.7200
98	WC-4L LID 1000/CS	500.0000	CS	8.9900

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**BUYER INITIALS**  
R43500[NISM0001 100506

## 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 CONTRACT AMENDMENT

State Purchasing Bureau  
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OR

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 1 of 10	ORDER DATE 08/05/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	
VENDOR ADDRESS:  NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NEBRASKA 68130-2507	

THE CONTRACT PERIOD IS:

**AUGUST 01, 2010 THROUGH JULY 31, 2011**

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 2973 OF

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2010 through July 31, 2011. 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 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

*Michelle Kemper*  
BUYER  
*Steve Smith*  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 2 of 10	ORDER DATE 08/05/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

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.

Contract award provides for the addition of Line Item #86.

VENDOR CONTACT: Jerry Hoffman  
 PHONE: 800-647-2737 ext. 145  
 FAX: 402-330-4109

THIS IS THE FIRST RENEWAL OF THIS CONTRACT and is inclusive of Amendments 1-5. (06/01/10 ta)

AMENDMENT SIX (6): Contract is amended to allow price change to lines 6, 17-19, 22-28, 34, 35, 45, 86 and 88. Product and price change on line 79. (06/24/10 djg)

AMENDMENT SEVEN (7): Contract is amended to allow price changes to lines 20, 21, 36-40, 44, 46-60 effective 08/01/10. (08/05/10 djg)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white 1210 sheets/roll, 4.0" x 4.05"	72.0000	CS	38.2900
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white 1500 sheets/roll, aprox. 4.0" x 4.0"	3,616.0000	CS	29.9900
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll white, aprox. 4.0" x 4.0"	36,084.0000	CS	29.5200
4	Roll Tissue 2-ply 36 rolls/cs	56.0000	CS	34.7800

  
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PAGE 3 of 10	ORDER DATE 08/05/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	GP-19375 865 sheets/roll 3 3/4" x 4"			
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	1,840.0000	CS	15.2600
6	Facial Tissue premium boxed KC-21400 white 36/100	344.0000	CS	29.8000
7	Disp Napkin tallfold 1-ply 1A-32680 G STND WEIGHT WHITE or natural 40/250, 6" x 13.5"	600.0000	CS	30.4600
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	320.0000	CS	38.9000
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	4,000.0000	CS	29.0300
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	20,000.0000	CS	13.8400
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pks/case	12,000.0000	CS	13.5000
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	10,000.0000	CS	15.1800
13	Paper towel roll 2-ply GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"	1,672.0000	CS	19.2600
14	Paper towel center pull roll GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L	1,012.0000	CS	29.7800
15	Wipers, delicate task, 3-ply GP-29778/03 soft non-abrasive 15"W x 16.7"L, 20BX(70)CS	2,016.0000	CS	43.7700
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs	588.0000	CS	46.8000

**MK**  
 BUYER INITIALS  
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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 4 of 10	ORDER DATE 08/05/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	15"W x 16.5"L			
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	1,348.0000	CS	38.6900
18	Portion cup pleated paper 3/4oz SW-075white 5000/cs	1,600.0000	CS	30.1100
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	240.0000	CS	46.9500
20	Portion cup clear plastic 2 oz PV-JCTSB200 2500/cs	296.0000	CS	27.4700
21	Lid 2 oz portion cup 2500 cs PV-PLS2	232.0000	CS	30.6400
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	320.0000	CS	73.8300
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	1,028.0000	CS	34.6000
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	460.0000	CS	55.6500
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	440.0000	CS	50.4500
26	Waxed cold cup 5 oz 3000/cs SW-R53	624.0000	CS	61.0300
27	Waxed cold cup 6 oz 2000/cs SW-R6NN	40.0000	CS	53.1300
28	Waxed cold cup 9 oz 2000/cs SW-R9N	900.0000	CS	63.7600
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	180.0000	CS	11.9800
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	3,600.0000	CS	14.0600
31	Hot/Cold cup white 12 oz	1,792.0000	CS	19.8900

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PAGE 5 of 10	ORDER DATE 08/05/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	WC-12C16 1000/cs			
32	Vented Lid for 8C8 WC-FL	240.0000	CS	7.3500
33	Vented Lid for WC-FL WC-DT8 1000/cs	40.0000	CS	11.5000
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	40.0000	CS	32.4500
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	240.0000	CS	25.8800
36	Foam plate 6" non-laminated PV-TH10006 white 1000/cs 1 section	400.0000	CS	12.6300
37	Foam plate 9" non-laminated PV-TH10009 white 500/cs 1 section	1,780.0000	CS	12.6300
38	Foam plate 9" double laminated PV-TK1-0009 white 500/cs 1 section	920.0000	CS	20.7800
39	Foam plate 9" double laminated PV-TK1-0011 white 500/cs 3 section	268.0000	CS	23.3400
40	Foam bowl 5 oz non-laminated PV-YTH-10004 white 1250/cs	2,040.0000	CS	20.6100
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	860.0000	CS	12.6300
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	1,200.0000	CS	15.4900
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	152.0000	CS	17.3100
44	3 compartment hinged tray foam PV-YTD19903 white 150/cs 9" x 9" x 3.5"	1,400.0000	CS	9.7400
45	16 oz Paper Food Container	200.0000	CS	53.2700

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PAGE 6 of 10	ORDER DATE 08/05/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SW-VS516J 500/cs			
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	200.0000	CS	138.2200
47	Lid-3 comprtmnt microwavable tray PV-CN8468H 250/cs clear view	100.0000	CS	70.8800
48	Single comprtmnt microwavable tray PV-CN85012 12 oz 250/cs clear view	100.0000	CS	67.3800
49	Lid for single compartment microwavable tray PC-CN8-5101 250/cs clear view	100.0000	CS	39.2700
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	1,600.0000	CS	7.1000
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	2,440.0000	CS	15.8200
52	Fork med plastic white 1000/cs NP-406010 bulk pack	2,300.0000	CS	7.1000
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	680.0000	CS	15.8200
54	Knife med plastic white NP-406017 bulk pack 1000/cs	400.0000	CS	7.1000
55	Knife heavy plastic white NP-406037 1000 bulk cs	400.0000	CS	15.8200
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs aluminum foil	200.0000	CS	18.2900
57	Foil 18" x1000 standard weight PV-W17 cutter box 1 roll cs aluminum foil	2,040.0000	CS	31.6300
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs aluminum foil	640.0000	CS	22.3400

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PAGE 7 of 10	ORDER DATE 08/05/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
59	Foil 18" x 1000 heavy weight PV-W23 cutter box 1 roll cs aluminum foil	400.0000	CS	43.5500
60	Foil Sheets 12" x 10 3/4" PV-W69 6/500 cs aluminum foil sheets	212.0000	CS	64.2900
61	Film 12" x 2000' AN-NW122	320.0000	CS	8.0400
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	900.0000	CS	9.4400
63	Film wrap 18 x 2000 w/cutter AN-NW182	2,900.0000	CS	11.4900
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	300.0000	CS	29.0000
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	320.0000	CS	16.3900
66	Ziploc Quart Bag, pint size EK-F20608 6"x8" 1000/cs	380.0000	CS	16.6700
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	440.0000	CS	7.3900
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	700.0000	CS	12.2900
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	200.0000	CS	12.1500
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	532.0000	CS	6.0700
71	6# Brown Kraft Sleeve 500 DB-6K 6 x 3 5/8 x 11	80.0000	CS	8.1000
72	8# Brown Kraft Sleeve 500 DB-8K 6 1/8 X 4 X 12 3/8	200.0000	CS	9.2100
73	12# Brown Kraft Sleeve 500	628.0000	CS	12.4900

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PAGE 8 of 10	ORDER DATE 08/05/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	DB-12K 7 1/8 x 4 1/4 x 13 3/4			
74	20# Brown Kraft Sleeve 500 DB-20K 8 1/4 x 5 5/16 x 16 1/8	400.0000	CS	17.3000
75	57# Brown Kraft Bale 500 DB-1/6BBL57 12 x7 x 17	448.0000	CS	29.6500
76	#75 Brown Kraft Bale 400 DB-1/6BBL7 x 5 12 7 x 17	800.0000	CS	29.6200
77	Aprons light weight plastic ME-75007247 white 46" L x 28" W 1ml 1000/cs	352.0000	CS	46.2800
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	500.0000	CS	45.0500
79	Hairnet heavy duty nylon XL IM-7386B21 100/PK fire retardant	4,040.0000	CS	10.2400
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	1,040.0000	CS	21.9600
81	Cap paper adjustable white LA-RPPRCC2W 10/100/cs cellucap	40.0000	CS	81.1100
82	Toilet Seat Cover HS-DS5000	40.0000	CS	27.6000
83	Tampax 500/cs HS-T500	520.0000	CS	49.3700
84	Maxi pad folded thin 250/cs HS-MT-4 Sanitary Napkin	2,200.0000	CS	21.8500
85	Maxi super/overnight w/wings HS-MT200 200/cs SanitaryNapkin	900.0000	CS	29.1700
86	Roll Tissue 2 ply 80/605	1,600.0000	CS	48.7900
87	2 mil poly apron ME-L419 Box of 100	1,000.0000	BX	12.0000

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PAGE 9 of 10	ORDER DATE 08/05/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
88	1 oz Portion Cup Paper SW-100 5000/cs	4,000.0000	CS	45.5800
89	GP-89460 enMotion Wht Towel 800" cs/6	2,016.0000	CS	59.4200
90	KC-07410 Personal Seat Covers CS/3M	864.0000	CS	54.5000
91	GJ-P5665-02 Primory Foam Soap CS/2	1,680.0000	CS	38.3400
92	KC-07007 Coreless Tissue 2ply 1000' CS/12	200.0000	CS	50.4600
93	SJ-4362447 Faststripper RTD 1/5L	40.0000	CS	57.2500
94	SJ-5104731 Carefree Finish 5 Gal	40.0000	CS	95.0800
95	SJ-5104933 Plaza Stone Sealer 5 Gal	40.0000	CS	95.8400
96	GJ-5456-04 GOJO Hand Sanitizer CS/4	40.0000	CS	55.0100

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 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

# STATE OF NEBRASKA CONTRACT AMENDMENT

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 1 of 10	ORDER DATE 06/24/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	
VENDOR ADDRESS:  NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NEBRASKA 68130-2507	

THE CONTRACT PERIOD IS:

**AUGUST 01, 2009 THROUGH JULY 31, 2011**

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 2973 OF

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2010 through July 31, 2011. 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.

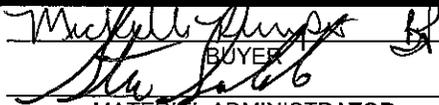
The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at:

<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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

  
BUYER  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 2 of 10	ORDER DATE 06/24/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

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.

Contract award provides for the addition of Line Item #86.

VENDOR CONTACT: Jerry Hoffman  
 PHONE: 800-647-2737 ext. 145  
 FAX: 402-330-4109

THIS IS THE FIRST RENEWAL OF THIS CONTRACT and is inclusive of Amendments 1-5. (06/01/10 ta)

AMENDMENT SIX (6): Contract is amended to allow price change to lines 6, 17-19, 22-28, 34, 35, 45, 86 and 88. Product and price change on line 79. (06/24/10 djg)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white 1210 sheets/roll, 4.0" x 4.05"	72.0000	CS	38.2900
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white 1500 sheets/roll, aprox. 4.0" x 4.0"	3,616.0000	CS	29.9900
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll white, aprox. 4.0" x 4.0"	36,084.0000	CS	29.5200
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll 3 3/4" x 4"	56.0000	CS	34.7800

  
 BUYER INITIALS  
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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 3 of 10	ORDER DATE 06/24/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	1,840.0000	CS	15.2600
6	Facial Tissue premium boxed KC-21400 white 36/100	344.0000	CS	29.8000
7	Disp Napkin tallfold 1-ply 1A-32680 G STND WEIGHT WHITE or natural 40/250, 6" x 13.5"	600.0000	CS	30.4600
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	320.0000	CS	38.9000
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	4,000.0000	CS	29.0300
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	20,000.0000	CS	13.8400
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pks/case	12,000.0000	CS	13.5000
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	10,000.0000	CS	15.1800
13	Paper towel roll 2-ply GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"	1,672.0000	CS	19.2600
14	Paper towel center pull roll GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L	1,012.0000	CS	29.7800
15	Wipers, delicate task, 3-ply GP-29778/03 soft non-abrasive 15"W x 16.7"L, 20BX(70)CS	2,016.0000	CS	43.7700
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs 15"W x 16.5"L	588.0000	CS	46.8000
17	Wipers, All Purpose Med. Duty	1,348.0000	CS	38.6900

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PAGE 4 of 10	ORDER DATE 06/24/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs			
18	Portion cup pleated paper 3/4oz SW-075 white 5000/cs	1,600.0000	CS	30.1100
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	240.0000	CS	46.9500
20	Portion cup clear plastic 2 oz PV-JCTSB200 2500/cs	296.0000	CS	22.9400
21	Lid 2 oz portion cup 2500 cs PV-PLS2	232.0000	CS	20.5900
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	320.0000	CS	73.8300
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	1,028.0000	CS	34.6000
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	460.0000	CS	55.6500
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	440.0000	CS	50.4500
26	Waxed cold cup 5 oz 3000/cs SW-R53	624.0000	CS	61.0300
27	Waxed cold cup 6 oz 2000/cs SW-R6NN	40.0000	CS	53.1300
28	Waxed cold cup 9 oz 2000/cs SW-R9N	900.0000	CS	63.7600
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	180.0000	CS	11.9800
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	3,600.0000	CS	14.0600
31	Hot/Cold cup white 12 oz WC-12C16 1000/cs	1,792.0000	CS	19.8900
32	Vented Lid for 8C8	240.0000	CS	7.3500

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PAGE 5 of 10	ORDER DATE 06/24/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	WC-FL			
33	Vented Lid for WC-FL WC-DT8 1000/cs	40.0000	CS	11.5000
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	40.0000	CS	32.4500
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	240.0000	CS	25.8800
36	Foam plate 6" non-laminated PV-TH10006 white 1000/cs 1 section	400.0000	CS	12.5600
37	Foam plate 9" non-laminated PV-TH10009 white 500/cs 1 section	1,780.0000	CS	12.5600
38	Foam plate 9" double laminated PV-TK1-0009 white 500/cs 1 section	920.0000	CS	19.2400
39	Foam plate 9" double laminated PV-TK1-0011 white 500/cs 3 section	268.0000	CS	20.0800
40	Foam bowl 5 oz non-laminated PV-YTH-10004 white 1250/cs	2,040.0000	CS	17.6600
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	860.0000	CS	12.6300
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	1,200.0000	CS	15.4900
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	152.0000	CS	17.3100
44	3 compartment hinged tray foam PV-YTD19903 white 150/cs 9" x 9" x 3.5"	1,400.0000	CS	7.4600
45	16 oz Paper Food Container SW-VS516J 500/cs	200.0000	CS	53.2700
46	3compartment microwavable tray	200.0000	CS	109.7300

  
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PAGE 6 of 10	ORDER DATE 06/24/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	PV-CN84638 clear view 250/cs			
47	Lid-3 comprtmnt microwavable tray PV-CN8468H 250/cs clear view	100.0000	CS	56.2600
48	Single comprtmnt microwavable tray PV-CN85012 12 oz 250/cs clear view	100.0000	CS	53.4900
49	Lid for single compartment microwavable tray PC-CN8-5101 250/cs clear view	100.0000	CS	19.5600
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	1,600.0000	CS	6.9800
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	2,440.0000	CS	14.4900
52	Fork med plastic white 1000/cs NP-406010 bulk pack	2,300.0000	CS	6.9800
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	680.0000	CS	14.4900
54	Knife med plastic white NP-406017 bulk pack 1000/cs	400.0000	CS	6.9800
55	Knife heavy plastic white NP-406037 1000 bulk cs	400.0000	CS	14.4900
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs aluminum foil	200.0000	CS	15.3500
57	Foil 18" x1000 standard weight PV-W17 cutter box 1 roll cs aluminum foil	2,040.0000	CS	29.1600
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs aluminum foil	640.0000	CS	21.2200
59	Foil 18" x 1000 heavy weight PV-W23 cutter box 1 roll cs aluminum foil	400.0000	CS	40.6800

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PAGE 7 of 10		ORDER DATE 06/24/10	
BUSINESS UNIT 9000		BUYER MICHELLE KEMPER	
VENDOR NUMBER: 500554			

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
60	Foil Sheets 12" x 10 3/4" PV-W69 6/500 cs aluminum foil sheets	212.0000	CS	52.4900
61	Film 12" x 2000' AN-NW122	320.0000	CS	8.0400
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	900.0000	CS	9.4400
63	Film wrap 18 x 2000 w/cutter AN-NW182	2,900.0000	CS	11.4900
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	300.0000	CS	29.0000
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	320.0000	CS	16.3900
66	Ziploc Quart Bag, pint size EK-F20608 6"x8" 1000/cs	380.0000	CS	16.6700
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	440.0000	CS	7.3900
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	700.0000	CS	12.2900
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	200.0000	CS	12.1500
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	532.0000	CS	6.0700
71	6# Brown Kraft Sleeve 500 DB-6K 6 x 3 5/8 x 11	80.0000	CS	8.1000
72	8# Brown Kraft Sleeve 500 DB-8K 6 1/8 X 4 X 12 3/8	200.0000	CS	9.2100
73	12# Brown Kraft Sleeve 500 DB-12K 7 1/8 x 4 1/4 x 13 3/4	628.0000	CS	12.4900
74	20# Brown Kraft Sleeve 500	400.0000	CS	17.3000

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 8 of 10	ORDER DATE 06/24/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	DB-20K 8 1/4 x 5 5/16 x 16 1/8			
75	57# Brown Kraft Bale 500 DB-1/6BBL57 12 x7 x 17	448.0000	CS	29.6500
76	#75 Brown Kraft Bale 400 DB-1/6BBL7 x 5 12 7 x 17	800.0000	CS	29.6200
77	Aprons light weight plastic ME-75007247 white 46" L x 28" W 1ml 1000/cs	352.0000	CS	46.2800
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	500.0000	CS	45.0500
79	Hairnet heavy duty nylon XL IM-7386B21 100/PK fire retardant	4,040.0000	CS	10.2400
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	1,040.0000	CS	21.9600
81	Cap paper adjustable white LA-RPPRCC2W 10/100/cs cellucap	40.0000	CS	81.1100
82	Toilet Seat Cover HS-DS5000	40.0000	CS	27.6000
83	Tampax 500/cs HS-T500	520.0000	CS	49.3700
84	Maxi pad folded thin 250/cs HS-MT-4 Sanitary Napkin	2,200.0000	CS	21.8500
85	Maxi super/overnight w/wings HS-MT200 200/cs SanitaryNapkin	900.0000	CS	29.1700
86	Roll Tissue 2 ply 80/605	1,600.0000	CS	48.7900
87	2 mil poly apron ME-L419 Box of 100	1,000.0000	BX	12.0000
88	1 oz Portion Cup Paper SW-100 5000/cs	4,000.0000	CS	45.5800

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PAGE 9 of 10	ORDER DATE 06/24/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
89	GP-89460 enMotion Wht Towel 800" cs/6	2,016.0000	CS	59.4200
90	KC-07410 Personal Seat Covers CS/3M	864.0000	CS	54.5000
91	GJ-P5665-02 Primory Foam Soap CS/2	1,680.0000	CS	38.3400
92	KC-07007 Coreless Tissue 2ply 1000' CS/12	200.0000	CS	50.4600
93	SJ-4362447 Faststripper RTD 1/5L	40.0000	CS	57.2500
94	SJ-5104731 Carefree Finish 5 Gal	40.0000	CS	95.0800
95	SJ-5104933 Plaza Stone Sealer 5 Gal	40.0000	CS	95.8400
96	GJ-5456-04 GOJO Hand Sanitizer CS/4	40.0000	CS	55.0100

  
**BUYER INITIALS**  
 R4350Q/MSM0001 100506

## 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 initiated 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 CONTRACT AWARD

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 1 of 10	ORDER DATE 06/04/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	
VENDOR ADDRESS:  NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NEBRASKA 68130-2507	

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

**AUGUST 01, 2010 THROUGH JULY 31, 2011**

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 2973 OF

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2010 through July 31, 2011. The contract may be renewed for one (1) 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.

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

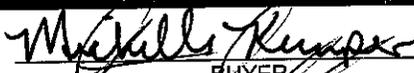
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be

  
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  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**12546 OC**

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BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

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.

Contract award provides for the addition of Line Item #86.

VENDOR CONTACT: Jerry Hoffman  
PHONE: 800-647-2737 ext. 145  
FAX: 402-330-4109

AMENDMENT ONE (1): Contract is amended to allow for corrections to lines 17, 33, 34, 35, 40, 55, 77 and the addition of line 87. Vendor fax number was changed. (10/20/09 djg)

AMENDMENT TWO (2): Contract is amended to adjust case pack on lines 40 and 44, and to add line 88. (01/28/10 djg)

AMENDMENT THREE (3): Contract is amended to allow price changes to lines 70-76 and change item number on line 77. (02/24/10 djg)

AMENDMENT FOUR (4): Contract is amended to allow price changes to lines 61-63 add lines 89-96. (03/10/10 djg)

AMENDMENT FIVE(5): Contract is amended to allow price change to line 17 and a description change for line 7. (05/05/10 djg)

THIS IS THE FIRST RENEWAL OF THIS CONTRACT. (06/01/10 ta)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white 1210 sheets/roll, 4.0" x 4.05"	36.0000	CS	38.29

  
BUYER INITIALS

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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white 1500 sheets/roll, approx. 4.0" x 4.0"	1,808.0000	CS	29.99
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll white, approx. 4.0" x 4.0"	18,042.0000	CS	29.52
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll 3 3/4" x 4"	28.0000	CS	34.78
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	920.0000	CS	15.26
6	Facial Tissue premium boxed KC-21400 white 36/100	172.0000	CS	28.15
7	Disp Napkin tallfold 1-ply 1A-32680 G STND WEIGHT WHITE or natural 40/250, 6" x 13.5"	300.0000	CS	30.46
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	160.0000	CS	38.90
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	2,000.0000	CS	29.03
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	10,000.0000	CS	13.84
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pks/case	6,000.0000	CS	13.50
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	5,000.0000	CS	15.18
13	Paper towel roll 2-ply GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"	836.0000	CS	19.26
14	Paper towel center pull roll	506.0000	CS	29.78

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**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L			
15	Wipers, delicate task, 3-ply GP-29778/03 soft non-abrasive 15"W x 16.7"L, 20BX(70)CS	1,008.0000	CS	43.77
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs 15"W x 16.5"L	294.0000	CS	46.80
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	674.0000	CS	36.50
18	Portion cup pleated paper3/4oz SW-075white 5000/cs	800.0000	CS	28.41
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	120.0000	CS	44.30
20	Portion cup clear plastic 2 oz PV-JCTSB200 2500/cs	148.0000	CS	22.94
21	Lid 2 oz portion cup 2500 cs PV-PLS2	116.0000	CS	20.59
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	160.0000	CS	63.64
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	514.0000	CS	29.83
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	230.0000	CS	47.98
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	220.0000	CS	47.59
26	Waxed cold cup 5 oz 3000/cs SW-R53	312.0000	CS	57.57
27	Waxed cold cup 6 oz 2000/cs SW-R6NN	20.0000	CS	50.12
28	Waxed cold cup 9 oz 2000/cs	450.0000	CS	60.15

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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SW-R9N			
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	90.0000	CS	11.98
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	1,800.0000	CS	14.06
31	Hot/Cold cup white 12 oz WC-12C16 1000/cs	896.0000	CS	19.89
32	Vented Lid for 8C8 WC-FL	120.0000	CS	7.35
33	Vented Lid for WC-FL WC-DT8 1000/cs	20.0000	CS	11.50
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	20.0000	CS	30.61
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	120.0000	CS	24.41
36	Foam plate 6" non-laminated PV-TH10006 white 1000/cs 1 section	200.0000	CS	12.56
37	Foam plate 9" non-laminated PV-TH10009 white 500/cs 1 section	740.0000	CS	12.56
38	Foam plate 9" double laminated PV-TK1-0009 white 500/cs 1 section	460.0000	CS	19.24
39	Foam plate 9" double laminated PV-TK1-0011 white 500/cs 3 section	134.0000	CS	20.08
40	Foam bowl 5 oz non-laminated PV-YTH-10004 white 1250/cs	1,020.0000	CS	17.66
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	430.0000	CS	12.63
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	600.0000	CS	15.49

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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	76.0000	CS	17.31
44	3 compartment hinged tray foam PV-YTD19903 white 150/cs 9" x 9" x 3.5"	700.0000	CS	7.46
45	16 oz Paper Food Container SW-VS516J 500/cs	100.0000	CS	50.25
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	100.0000	CS	109.73
47	Lid-3 comprmnt microwavable tray PV-CN8468H 250/cs clear view	50.0000	CS	56.26
48	Single comprmnt microwavable tray PV-CN85012 12 oz 250/cs clear view	50.0000	CS	53.49
49	Lid for single compartment microwavable tray PC-CN8-5101 250/cs clear view	50.0000	CS	19.56
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	800.0000	CS	6.98
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	1,220.0000	CS	14.49
52	Fork med plastic white 1000/cs NP-406010 bulk pack	1,150.0000	CS	6.98
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	340.0000	CS	14.49
54	Knife med plastic white NP-406017 bulk pack 1000/cs	200.0000	CS	6.98
55	Knife heavy plastic white NP-406037 1000 bulk cs	200.0000	CS	14.49
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs	100.0000	CS	15.35

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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	aluminum foil			
57	Foil 18" x1000 standard weight PV-W17 cutter box 1 roll cs aluminum foil	1,020.0000	CS	29.16
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs aluminum foil	320.0000	CS	21.22
59	Foil 18" x 1000 heavy weight PV-W23 cutter box 1 roll cs aluminum foil	200.0000	CS	40.68
60	Foil Sheets 12" x 10 3/4" PV-W69 6/500 cs aluminum foil sheets	106.0000	CS	52.49
61	Film 12" x 2000' AN-NW122	160.0000	CS	8.04
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	450.0000	CS	9.44
63	Film wrap 18 x 2000 w/cutter AN-NW182	1,450.0000	CS	11.49
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	150.0000	CS	29.00
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	160.0000	CS	16.39
66	Ziploc Quart Bag, pint size EK-F20608 6"x8" 1000/cs	190.0000	CS	16.67
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	220.0000	CS	7.39
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	350.0000	CS	12.29
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	100.0000	CS	12.15

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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	266.0000	CS	6.07
71	6# Brown Kraft Sleeve 500 DB-6K 6 x 3 5/8 x 11	40.0000	CS	8.10
72	8# Brown Kraft Sleeve 500 DB-8K 6 1/8 X 4 X 12 3/8	100.0000	CS	9.21
73	12# Brown Kraft Sleeve 500 DB-12K 7 1/8 x 4 1/4 x 13 3/4	314.0000	CS	12.49
74	20# Brown Kraft Sleeve 500 DB-20K 8 1/4 x 5 5/16 x 16 1/8	200.0000	CS	17.30
75	57# Brown Kraft Bale 500 DB-1/6BBL57 12 x7 x 17	224.0000	CS	29.65
76	#75 Brown Kraft Bale 400 DB-1/6BBL7 x 5 12 7 x 17	400.0000	CS	29.62
77	Aprons light weight plastic ME-75007247 white 46" L x 28" W 1ml 1000/cs	176.0000	CS	46.28
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	250.0000	CS	45.05
79	Hairnet heavy duty nylon XL HG-400BN 144/pk fire retardant	2,020.0000	CS	14.75
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	520.0000	CS	21.96
81	Cap paper adjustable white LA-RPPRCC2W 10/100/cs cellucap	20.0000	CS	81.11
82	Toilet Seat Cover HS-DS5000	20.0000	CS	27.60
83	Tampax 500/cs HS-T500	260.0000	CS	49.37
84	Maxi pad folded thin 250/cs	1,100.0000	CS	21.85

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**CONTRACT NUMBER**  
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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	HS-MT-4 Sanitary Napkin			
85	Maxi super/overnight w/wings HS-MT200 200/cs SanitaryNapkin	450.0000	CS	29.17
86	Roll Tissue 2 ply 80/605	800.0000	CS	46.03
87	2 mil poly apron ME-L419 Box of 100	500.0000	BX	12.00
88	1 oz Portion Cup Paper SW-100 5000/cs	2,000.0000	CS	43.00
89	GP-89460 enMotion Wht Towel 800" cs/6	1,008.0000	CS	59.42
90	KC-07410 Personal Seat Covers CS/3M	432.0000	CS	54.50
91	GJ-P5665-02 Primory Foam Soap CS/2	840.0000	CS	38.34
92	KC-07007 Coreless Tissue 2ply 1000' CS/12	100.0000	CS	50.46
93	SJ-4362447 Faststripper RTD 1/5L	20.0000	CS	57.25
94	SJ-5104731 Carefree Finish 5 Gal	20.0000	CS	95.08
95	SJ-5104933 Plaza Stone Sealer 5 Gal	20.0000	CS	95.84
96	GJ-5456-04 GOJO Hand Sanitizer CS/4	20.0000	CS	55.01

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 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**

### **Paper and Plastics Products Terms & Conditions**

#### **Scope**

To establish a contract between the State of Nebraska and the successful vendor(s) to supply and deliver, F.O.B. destination, Paper and Plastic Products to multiple agencies throughout Nebraska in accordance with the following conditions and attached specifications.

#### **Term of Contract**

The contract resulting from this invitation to bid, is to be in effect for a period of one year from the date of an award, unless otherwise terminated as provided herein. The contract may be renewed for two (2) additional one (1) year periods when agreeable with the State of Nebraska and the contractor.

#### **Non-compliance Statement**

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

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 this invitation to bid 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) on or before June 26, 2009. Response(s) will be posted on the following site <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> in the form of an addendum to the ITB.

#### **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.

#### **Breach of Contract**

If the vendor breaches this contract, the State of Nebraska may, at its discretion, terminate the contract immediately upon written notice to the vendor. The State of Nebraska shall pay the vendor 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 vendor 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.

### **Cancellation Clause**

The contract(s) 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.

### **Annual Usage**

This contract between the State of Nebraska and the successful vendor(s) is to furnish an unspecified quantity of Paper and/or Plastics Products in a given period of time. Individual items have been listed with specifications along with an estimated annual usage and average order quantity for each. Quantities provided are for reference only and are not to be construed to be either a minimum or maximum.

### **Recycled Content**

Pursuant to §81-15,159 (link below) preference may be given to items produced with recycled content. Prior to award and or at anytime during the term of the contract, written verification and or certification of recovered material content from the mill/ manufacturer may be required (62 FR 44809) and must be provided within 5 business days of a request. Non compliance may void the bid, or be grounds to cancel the contract.

[http://www.das.state.ne.us/materiel/recycling/81\\_15159.htm](http://www.das.state.ne.us/materiel/recycling/81_15159.htm)

### **Substitutions**

If at any time during the term of the contract, the vendor is unable to provide the brand of Paper and/or Plastic Products indicated in the bid, any alternate brands must be verified as an equal or equivalent and approved in writing by the State Purchasing Bureau prior to fulfillment. The State of Nebraska is not responsible for payment on unapproved substitutions

### **Delivery**

All products shall be delivered within fifteen (15) days ARO. Vendor is to arrange delivery personnel and equipment, regardless of delivery location, and off load all products to a specified area of the designated facility or dock. At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature only confirms that order has been received and the items actually delivered agree with the delivery ticket. This signature does not indicate all items were received in good condition and/or there is not possible hidden damage. Deliveries outside of the Lincoln & Omaha metro area may be subject to a \$150.00 minimum order (or if under \$150.00, freight charges, prepaid and added, may apply).

### **Bidder Instructions (READ THIS CAREFULLY)**

***Bidder must respond to each of the following statements.*** Specifications listed are 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 can not meet this condition, *and therefore may not be considered for an award.* "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

Y   \_\_\_\_\_   \_\_\_\_\_

**Quality**

Product must meet specifications and be of first quality, free of damage and/or defect, and be consistent through each order and for the term of the contract. A guarantee of satisfactory performance of the product and by the supplier and meeting delivery schedule 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. The State of Nebraska will not be charge for shipping, handling or restocking fees in the event products need to be returned.

Yes   No   Other

\_\_\_\_\_   \_\_\_\_\_   X

*See Comments*

**Price Escalation**

Prices quoted shall remain firm for 90 days 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 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 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.

X   \_\_\_\_\_

**Samples**

Prior to an award, or at anytime during the term of the contract, vendor(s) may be asked to provide various samples and or product literature/data sheets. Requested materials are to be received within five (5) business days of a request. Product samples must be representative of the items bid by the vendor and also meet the specifications outlined by the State of Nebraska. Furnished samples must at no charge to the State. Quantity of samples must be sufficient for testing (minimum of 5 per item). Failure to provide samples or samples not meeting the specifications may void the bid or constitute a breach of the contract resulting from this bid invitation.

X \_\_\_\_\_

**Testing**

The State may use these samples for evaluating and or field testing. Provided a test was performed, results will be available for review in State Purchasing. All samples and test results become and will remain the property of the State.

X \_\_\_\_\_

**Orders**

Purchase orders for any item(s) listed in a contract award will be placed directly, from the using agency, to the successful vendor(s). These may be received via mail, phone, fax, e-mail or internet (if available, and not to the exclusion of the other methods). All orders must reference the State Contract Number along with the Agency Order Number.

0 \_\_\_\_\_

**Invoices**

An itemized invoice including the ordering agency name and 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.

X \_\_\_\_\_

**Usage Report**

A usage report will 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 must summarize the following information: Ordering agency, item description, percentage of recycled content and PC content annual usage per contract item and average order quantity. Additional reporting information may be deemed necessary and will be conveyed to the vendor. Report(s) must be in Excel format.

X \_\_\_\_\_

**Bid Compliance**

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

- ① Comments: Price Escalations: National Agrees to the Stipulation Except for Dual Bags Approx. 4 Hair Nets. As our Supplier Does not always give 30 Days Notice. National will Attempt to give 30 Days Notice but may not be able to because of lack of Notification by Vendor.
- ② Low Bid minimum - Please do not make ANY Award less than 30,000 Estimated Annual Usage.

Upon award, all inquiries pertaining to the administration of the contract (including price increases/decreases, product availability, etc.) are to be directed to the State Purchasing Bureau buyer: Robert Thompson, State Purchasing Bureau, P.O. Box 94847, 301 Centennial Mall South, Lincoln, NE 68509 or by e-mail: [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov)

- ③ National's goal is to have a minimum of at least 150.00 per order but would have a goal of \$ 1,000.00 It would be appreciated if NASS could
- ④ See Attached form for pricing of items NOT on this RFP. (following page)

**CUSTOMER SERVICE**

Please provide the following information regarding the Primary and secondary customer service representatives who will be assigned to service this contract.

Primary Contact Name: ANNE KREIMEIER

Phone: 800-647-2737 <sup>x120</sup> Fax: 402-330-4109 e-mail: ANNE.KREIMEIER@NPAPER.COM

Secondary Contact Name: MARYANNE STANNARD

Phone: 800-647-2737 <sup>(3)</sup> Fax: 402-330-4109 e-mail: MARYANNE.STANNARD@NPAPER.COM

# 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**  
**12546 OC**

PAGE 1 of 10	ORDER DATE 05/05/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	
VENDOR ADDRESS: NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NEBRASKA 68130-2507	

THE CONTRACT PERIOD IS:

**AUGUST 01, 2009 THROUGH JULY 31, 2010**

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 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 2973 OF

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2009 through July 31, 2010. The contract may be renewed for two (2) 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.

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

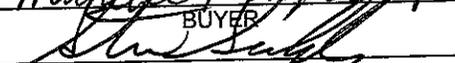
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

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 prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

  
BUYER  
  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

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PAGE 2 of 10	ORDER DATE 05/05/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

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.

Contract award provides for the addition of Line Item #86.

VENDOR CONTACT: Jerry Hoffman  
 PHONE: 800-647-2737 ext. 145  
 FAX: 402-330-4109

AMENDMENT ONE (1): Contract is amended to allow for corrections to lines 17, 33, 34, 35, 40, 55, 77 and the addition of line 87. Vendor fax number was changed. (10/20/09 djg)

AMENDMENT TWO (2): Contract is amended to adjust case pack on lines 40 and 44, and to add line 88. (01/28/10 djg)

AMENDMENT THREE (3): Contract is amended to allow price changes to lines 70-76 and change item number on line 77. (02/24/10 djg)

AMENDMENT FOUR (4): Contract is amended to allow price changes to lines 61-63 add lines 89-96. (03/10/10 djg)

AMENDMENT FIVE(5): Contract is amended to allow price change to line 17 and a description change for line 7. (05/05/10 djg)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white 1210 sheets/roll, 4.0" x 4.05"	18.0000	CS	38.29
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white 1500 sheets/roll, aprox. 4.0" x 4.0"	904.0000	CS	29.99
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll white, aprox. 4.0" x 4.0"	9,021.0000	CS	29.52
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll 3 3/4" x 4"	14.0000	CS	34.78
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	460.0000	CS	15.26
6	Facial Tissue premium boxed KC-21400 white 36/100	86.0000	CS	28.15
7	Disp Napkin tallfold 1-ply 1A-32680 G STND WEIGHT WHITE or natural 40/250, 6" x 13.5"	150.0000	CS	30.46

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 BUYER INITIALS

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PAGE 3 of 10	ORDER DATE 05/05/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	80.0000	CS	38.90
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	1,000.0000	CS	29.03
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	5,000.0000	CS	13.84
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pkgs/case	3,000.0000	CS	13.50
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	2,500.0000	CS	15.18
13	Paper towel roll 2-ply GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"	418.0000	CS	19.26
14	Paper towel center pull roll GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L	253.0000	CS	29.78
15	Wipers, delicate task, 3-ply GP-29778/03 soft non-abrasive 15"W x 16.7"L, 20BX(70)CS	504.0000	CS	43.77
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs 15"W x 16.5"L	147.0000	CS	46.80
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	337.0000	CS	36.50
18	Portion cup pleated paper 3/4oz SW-075white 5000/cs	400.0000	CS	28.41
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	60.0000	CS	44.30

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PAGE 4 of 10	ORDER DATE 05/05/10
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VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
20	Portion cup clear plastic 2 oz PV-JCTSB200 2500/cs	74.0000	CS	22.94
21	Lid 2 oz portion cup 2500 cs PV-PLS2	58.0000	CS	20.59
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	80.0000	CS	63.64
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	257.0000	CS	29.83
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	115.0000	CS	47.98
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	110.0000	CS	47.59
26	Waxed cold cup 5 oz 3000/cs SW-R53	156.0000	CS	57.57
27	Waxed cold cup 6 oz 2000/cs SW-R6NN	10.0000	CS	50.12
28	Waxed cold cup 9 oz 2000/cs SW-R9N	225.0000	CS	60.15
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	45.0000	CS	11.98
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	900.0000	CS	14.06
31	Hot/Cold cup white 12 oz WC-12C16 1000/cs	448.0000	CS	19.89
32	Vented Lid for 8C8 WC-FL	60.0000	CS	7.35
33	Vented Lid for WC-FL WC-DT8 1000/cs	10.0000	CS	11.50
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	10.0000	CS	30.61

*MK*  
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VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	60.0000	CS	24.41
36	Foam plate 6" non-laminated PV-TH10006 white 1000/cs 1 section	100.0000	CS	12.56
37	Foam plate 9" non-laminated PV-TH10009 white 500/cs 1 section	370.0000	CS	12.56
38	Foam plate 9" double laminated PV-TK1-0009 white 500/cs 1 section	230.0000	CS	19.24
39	Foam plate 9" double laminated PV-TK1-0011 white 500/cs 3 section	67.0000	CS	20.08
40	Foam bowl 5 oz non-laminated PV-YTH-10004 white 1250/cs	510.0000	CS	17.66
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	215.0000	CS	12.63
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	300.0000	CS	15.49
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	38.0000	CS	17.31
44	3 compartment hinged tray foam PV-YTD19903 white 150/cs 9" x 9" x 3.5"	350.0000	CS	7.46
45	16 oz Paper Food Container SW-VS516J 500/cs	50.0000	CS	50.25
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	50.0000	CS	109.73
47	Lid-3 comprtmnt microwavable tray PV-CN8468H 250/cs clear view	25.0000	CS	56.26
48	Single comprtmnt microwavable tray PV-CN85012 12 oz 250/cs	25.0000	CS	53.49

  
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**CONTRACT NUMBER**  
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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	clear view			
49	Lid for single compartment microwavable tray PC-CN8-5101 250/cs clear view	25.0000	CS	19.56
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	300.0000	CS	6.98
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	610.0000	CS	14.49
52	Fork med plastic white 1000/cs NP-406010 bulk pack	575.0000	CS	6.98
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	170.0000	CS	14.49
54	Knife med plastic white NP-406017 bulk pack 1000/cs	100.0000	CS	6.98
55	Knife heavy plastic white NP-406037 1000 bulk cs	100.0000	CS	14.49
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs aluminum foil	50.0000	CS	15.35
57	Foil 18" x1000 standard weight PV-W17 cutter box 1 roll cs aluminum foil	510.0000	CS	29.16
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs aluminum foil	160.0000	CS	21.22
59	Foil 18" x 1000 heavy weight PV-W23 cutter box 1 roll cs aluminum foil	100.0000	CS	40.68
60	Foil Sheets 12" x 10 3/4" PV-W69 6/500 cs aluminum foil sheets	53.0000	CS	52.49
61	Film 12" x 2000' AN-NW122	80.0000	CS	8.04

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BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
**12546 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	225.0000	CS	9.44
63	Film wrap 18 x 2000 w/cutter AN-NW182	725.0000	CS	11.49
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	75.0000	CS	29.00
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	80.0000	CS	16.39
66	Ziploc Quart Bag, pint size EK-F20608 6"x8" 1000/cs	95.0000	CS	16.67
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	110.0000	CS	7.39
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	175.0000	CS	12.29
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	50.0000	CS	12.15
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	133.0000	CS	6.07
71	6# Brown Kraft Sleeve 500 DB-6K 6 x 3 5/8 x 11	20.0000	CS	8.10
72	8# Brown Kraft Sleeve 500 DB-8K 6 1/8 X 4 X 12 3/8	50.0000	CS	9.21
73	12# Brown Kraft Sleeve 500 DB-12K 7 1/8 x 4 1/4 x 13 3/4	157.0000	CS	12.49
74	20# Brown Kraft Sleeve 500 DB-20K 8 1/4 x 5 5/16 x 16 1/8	100.0000	CS	17.30
75	57# Brown Kraft Bale 500 DB-1/6BBL57 12 x7 x 17	112.0000	CS	29.65
76	#75 Brown Kraft Bale 400 DB-1/6BBL7 x 5 12 7 x 17	200.0000	CS	29.62

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VENDOR NUMBER: 500554	

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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
77	Aprons light weight plastic ME-75007247 white 46" L x 28" W 1ml 1000/cs	88.0000	CS	46.28
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	125.0000	CS	45.05
79	Hairnet heavy duty nylon XL HG-400BN 144/pk fire retardant	1,010.0000	CS	14.75
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	260.0000	CS	21.96
81	Cap paper adjustable white LA-RPPRCC2W 10/100/cs cellucap	10.0000	CS	81.11
82	Toliet Seat Cover HS-DS5000	10.0000	CS	27.60
83	Tampax 500/cs HS-T500	130.0000	CS	49.37
84	Maxi pad folded thin 250/cs HS-MT-4 Sanitary Napkin	550.0000	CS	21.85
85	Maxi super/overnight w/wings HS-MT200 200/cs SanitaryNapkin	225.0000	CS	29.17
86	Roll Tissue 2 ply 80/605	400.0000	CS	46.03
87	2 mil poly apron ME-L419 Box of 100	250.0000	BX	12.00
88	1 oz Portion Cup Paper SW-100 5000/cs	1,000.0000	CS	43.00
89	GP-89460 enMotion Wht Towel 800" cs/6	504.0000	CS	59.42
90	KC-07410 Personal Seat Covers CS/3M	216.0000	CS	54.50
91	GJ-P5665-02 Primory Foam Soap	420.0000	CS	38.34

  
 BUYER INITIALS

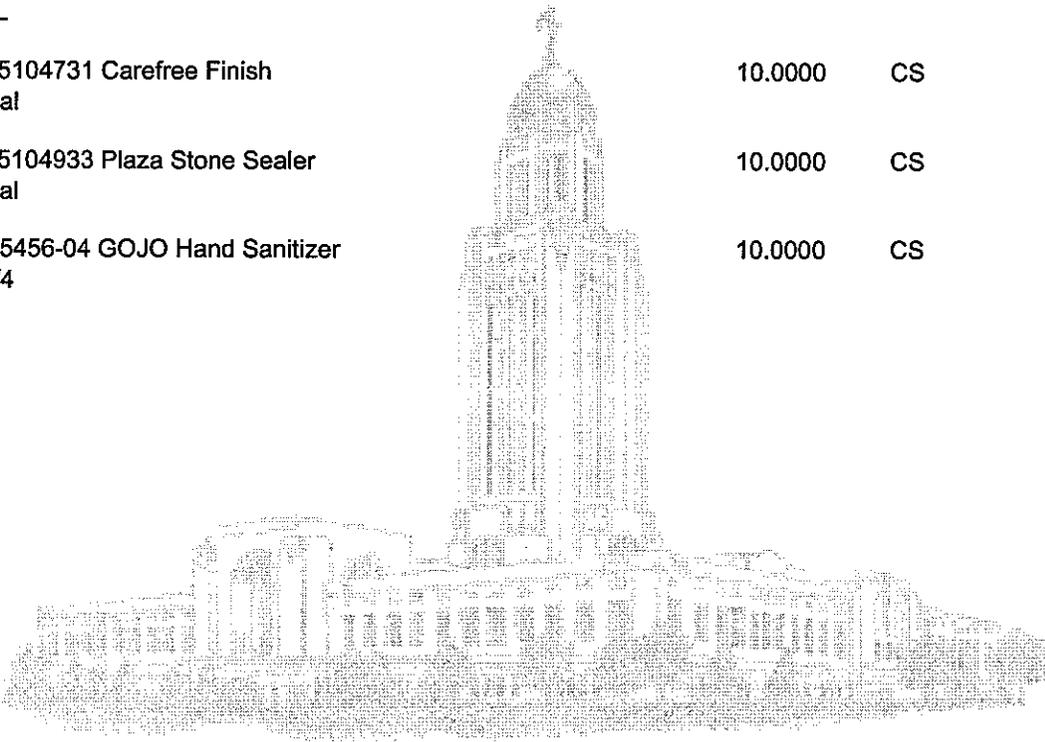
# STATE OF NEBRASKA CONTRACT AMENDMENT

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 9 of 10	ORDER DATE 05/05/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER
VENDOR NUMBER: 500554	

**CONTRACT NUMBER**  
 12546 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	CS/2			
92	KC-07007 Coreless Tissue 2ply 1000' CS/12	50.0000	CS	50.46
93	SJ-4362447 Faststripper RTD 1/5L	10.0000	CS	57.25
94	SJ-5104731 Carefree Finish 5 Gal	10.0000	CS	95.08
95	SJ-5104933 Plaza Stone Sealer 5 Gal	10.0000	CS	95.84
96	GJ-5456-04 GOJO Hand Sanitizer CS/4	10.0000	CS	55.01



*MK*  
 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 CONTRACT AMENDMENT

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Lincoln, Nebraska 68508

OR

P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**12546 OC**

PAGE 1 OF 11	ORDER DATE 03/10/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	
VENDOR ADDRESS: NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NE 68130-2507	

THE CONTRACT PERIOD IS AUGUST 01, 2009 THROUGH JULY 31, 2010.

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 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 2973 OF

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2009 through July 31, 2010. The contract may be renewed for two (2) 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.

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 prepared any portion of the Agreement, but shall be interpreted according to the application of rules of

  
BUYER

  
MATERIEL ADMINISTRATOR

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 2 OF 11	ORDER DATE 03/10/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
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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.

Contract award provides for the addition of Line Item #86.

VENDOR CONTACT: Jerry Hoffman  
PHONE: 800-647-2737 ext. 145  
FAX: 402-330-4109

AMENDMENT ONE (1): Contract is amended to allow for corrections to lines 17, 33, 34, 35, 40, 55, 77 and the addition of line 87. Vendor fax number was changed. (10/20/09 djg)

AMENDMENT TWO (2): Contract is amended to adjust case pack on lines 40 and 44, and to add line 88. (01/28/10 djg)

AMENDMENT THREE (3): Contract is amended to allow price changes to lines 70-76 and change item number on line 77. (02/24/10 djg)

AMENDMENT FOUR (4): Contract is amended to allow price changes to lines 61-63 add lines 89-96. (03/10/10 djg)

Line	Description	Est. Qty	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white  1210 sheets/roll, 4.0" x 4.05"	18	CS	38.2900
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white  1500 sheets/roll, approx. 4.0" x 4.0"	904	CS	29.9900
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll  white, approx. 4.0" x 4.0"	9021	CS	29.5200
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll	14	CS	34.7800

  
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**CONTRACT NUMBER**  
**12546 OC**

PAGE 3 OF 11	ORDER DATE 03/10/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
3	3 3/4" x 4"			
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	460	CS	15.2600
6	Facial Tissue premium boxed KC-21400 white 36/100	86	CS	28.1500
7	Disp Napkin tallfold 1-ply GP-33201 stnd weight white or natural 40/250, 7" x 13 1/2"	150	CS	30.4600
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	80	CS	38.9000
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	1000	CS	29.0300
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	5000	CS	13.8400
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pkgs/case	3000	CS	13.5000
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	2500	CS	15.1800
13	Paper towel roll 2-ply GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"	418	CS	19.2600

  
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**CONTRACT NUMBER**  
**12546 OC**

PAGE 4 OF 11	ORDER DATE 03/10/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
14	Paper towel center pull roll GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L	253	CS	29.7800
15	Wipers, delicate task, 3-ply GP-29778/03 soft non-abrasive 15"W x 16.7"L, 20BX(70)CS	504	CS	43.7700
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs 15"W x 16.5"L	147	CS	46.8000
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	337	CS	34.4700
18	Portion cup pleated paper 3/4oz SW-075white 5000/cs	400	CS	28.4100
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	60	CS	44.3000
20	Portion cup clear plastic 2 oz PV-JCTSB200 2500/cs	74	CS	22.9400
21	Lid 2 oz portion cup 2500 cs PV-PLS2	8	CS	20.5900
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	80	CS	63.6400
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	257	CS	29.8300

  
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**CONTRACT NUMBER**  
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PAGE 5 OF 11	ORDER DATE 03/10/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	115	CS	47.9800
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	110	CS	47.5900
26	Waxed cold cup 5 oz 3000/cs SW-R53	56	CS	57.5700
27	Waxed cold cup 6 oz 2000/cs SW-R6NN	10	CS	50.1200
28	Waxed cold cup 9 oz 2000/cs SW-R9N	225	CS	60.1500
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	45	CS	11.9800
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	900	CS	14.0600
31	Hot/Cold cup white 12 oz WC-12C16 1000/cs	448	CS	19.8900
32	Vented Lid for 8C8 WC-FL	10	CS	7.3500
33	Vented Lid for WC-FL WC-DT8 1000/cs	10	CS	11.5000
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	10	CS	30.6100
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	60	CS	24.4100
36	Foam plate 6" non-laminated PV-TH10006 white 1000/cs	100	CS	12.5600
1 section				
37	Foam plate 9" non-laminated	370	CS	12.5600

  
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**CONTRACT NUMBER**  
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PAGE 6 OF 11	ORDER DATE 03/10/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
	PV-TH10009 white 500/cs			
1 section				
38	Foam plate 9" double laminated PV-TK1-0009 white 500/cs	230	CS	19.2400
1 section				
39	Foam plate 9" double laminated PV-TK1-0011 white 500/cs	67	CS	20.0800
3 section				
40	Foam bowl 5 oz non-laminated PV-YTH-10004 white 1250/cs	510	CS	17.6600
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	215	CS	12.6300
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	300	CS	15.4900
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	38	CS	17.3100
44	3 compartment hinged tray foam PV-YTD19903 white 150/cs	350	CS	7.4600
9" x 9" x 3.5"				
45	16 oz Paper Food Container SW-VS516J 500/cs	50	CS	50.2500
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	50	CS	109.7300
47	Lid-3 comprtmnt microwavable tray PV-CN8468H 250/cs	25	CS	56.2600
clear view				

  
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PAGE 7 OF 11		ORDER DATE 03/10/10	
BUSINESS UNIT 9000		BUYER ROBERT THOMPSON	
VENDOR NUMBER: 500554			

Line	Description	Est. Qty	Unit of Measure	Unit Price
48	Single comprtmnt microwavable tray PV-CN85012 12 oz 250/cs clear view	25	CS	53.4900
49	Lid for single compartment microwavable tray PC-CN8-5101 250/cs clear view	25	CS	19.5600
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	300	CS	6.9800
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	610	CS	14.4900
52	Fork med plastic white 1000/cs NP-406010 bulk pack	575	CS	6.9800
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	170	CS	14.4900
54	Knife med plastic white NP-406017 bulk pack 1000/cs	100	CS	6.9800
55	Knife heavy plastic white NP-406037 1000 bulk cs	100	CS	14.4900
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs aluminum foil	50	CS	15.3500
57	Foil 18" x1000 standard weight PV-W17 cutter box 1 roll cs aluminum foil	510	CS	29.1600
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs aluminum foil	160	CS	21.2200

  
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PAGE 8 OF 11	ORDER DATE 03/10/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
59	Foil 18" x 1000 heavy weight PV-W23 cutter box 1 roll cs aluminum foil	100	CS	40.6800
60	Foil Sheets 12" x 10 3/4" PV-W69 6/500 cs aluminum foil sheets	53	CS	52.4900
61	Film 12" x 2000' AN-NW122	80	CS	8.0400
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	225	CS	9.4400
63	Film wrap 18 x 2000 w/cutter AN-NW182	725	CS	11.4900
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	75	CS	29.0000
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	80	CS	16.3900
66	Ziploc Quart Bag, pint size EK-F20608 6"x8" 1000/cs	95	CS	16.6700
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	110	CS	7.3900
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	175	CS	12.2900
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	50	CS	12.1500
70	4# Brown Kraft Sleeve 500	133	CS	6.0700

  
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PAGE 9 OF 11	ORDER DATE 03/10/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
71	DB-4K 5 x 3 1/4 x 9 3/4 6# Brown Kraft Sleeve 500	20	CS	8.1000
72	DB-6K 6 x 3 5/8 x 11 8# Brown Kraft Sleeve 500	50	CS	9.2100
73	DB-8K 6 1/8 X 4 X 12 3/8 12# Brown Kraft Sleeve 500	157	CS	12.4900
74	DB-12K 7 1/8 x 4 1/4 x 13 3/4 20# Brown Kraft Sleeve 500	100	CS	17.3000
75	DB-20K 8 1/4 x 5 5/16 x 16 1/8 57# Brown Kraft Bale 500	112	CS	29.6500
76	DB-1/6BBL57 12 x7 x 17 #75 Brown Kraft Bale 400	200	CS	29.6200
77	DB-1/6BBL7 x 5 12 7 x 17 Aprons light weight plastic ME-75007247 white 46" L x 28" W 1ml 1000/cs	88	CS	46.2800
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	125	CS	45.0500
79	Hairnet heavy duty nylon XL HG-400BN 144/pk fire retardant	1010	CS	14.7500
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	260	CS	21.9600
81	Cap paper adjustable white LA-RPPRCC2W 10/100/cs cellucap	10	CS	81.1100

  
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**  
**12546 OC**

PAGE 10 OF 11	ORDER DATE 03/10/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
82	Toilet Seat Cover HS-DS5000	10	CS	27.6000
83	Tampax 500/cs HS-T500	130	CS	49.3700
84	Maxi pad folded thin 250/cs HS-MT-4 Sanitary Napkin	550	CS	21.8500
85	Maxi super/overnight w/wings HS-MT200 200/cs SanitaryNapkin	225	CS	29.1700
86	Roll Tissue 2 ply 80/605	250	CS	46.0300
87	2 mil poly apron ME-L419 Box of 100	250	BX	12.0000
88	1 oz Portion Cup Paper SW-100 5000/cs	1000	CS	43.0000
89	GP-89460 enMotion Wht Towel 800" cs/6	504	CS	59.4200
90	KC-07410 Personal Seat Covers CS/3M	216	CS	54.5000
91	GJ-P5665-02 Primory Foam Soap CS/2	420	CS	38.3400
92	KC-07007 Coreless Tissue 2ply 1000' CS/12	50	CS	50.4600
93	SJ-4362447 Faststripper RTD 1/5L	10	CS	57.2500
94	SJ-5104731 Carefree Finish 5 Gal	10	CS	95.0800
95	SJ-5104933 Plaza Stone Sealer 5 Gal	10	CS	95.8400
96	GJ-5456-04 GOJO Hand Sanitizer CS/4	10	CS	55.0100

  
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 (i) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

**DRUG POLICY -** Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

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

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

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
301 Centennial Mail South, 1st Floor  
Lincoln, Nebraska 68508

OR

P.O. Box 94847  
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Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**12546 OC**

PAGE 1 OF 11	ORDER DATE 02/24/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	
VENDOR ADDRESS: NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NE 68130-2507	

**THE CONTRACT PERIOD IS AUGUST 01, 2009 THROUGH JULY 31, 2010.**

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 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 2973 OF

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2009 through July 31, 2010. The contract may be renewed for two (2) 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.

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 prepared any portion of the Agreement, but shall be interpreted according to the application of rules of

  
BUYER  
  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 2 OF 11	ORDER DATE 02/24/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
	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.

Contract award provides for the addition of Line Item #86.

VENDOR CONTACT: Jerry Hoffman  
PHONE: 800-647-2737 ext. 145  
FAX: 402-330-4109

AMENDMENT ONE (1): Contract is amended to allow for corrections to lines 17, 33, 34, 35, 40, 55, 77 and the addition of line 87. Vendor fax number was changed. (10/20/09 djg)

AMENDMENT TWO (2): Contract is amended to adjust case pack on lines 40 and 44, and to add line 88. (01/28/10 djg)

AMENDMENT THREE (3): Contract is amended to allow price changes to lines 70-76 and change item number on line 77. (02/24/10 djg)

Line	Description	Est. Qty	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white  1210 sheets/roll, 4.0" x 4.05"	18	CS	38.2900
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white  1500 sheets/roll, approx. 4.0" x 4.0"	904	CS	29.9900
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll  white, approx. 4.0" x 4.0"	9021	CS	29.5200
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll  3 3/4" x 4"	14	CS	34.7800
5	Facial Tissue 2-plyboxed white	460	CS	15.2600

  
BUYER INITIALS

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 3 OF 11	ORDER DATE 02/24/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
6	GP-47410 30/100 cs 8.33"x8.0" Facial Tissue premium boxed KC-21400 white 36/100	86	CS	28.1500
7	Disp Napkin tallfold 1-ply GP-33201 stdn weight white or natural 40/250, 7" x 13 1/2"	150	CS	30.4600
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	80	CS	38.9000
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	1000	CS	29.0300
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	5000	CS	13.8400
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pks/case	3000	CS	13.5000
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	2500	CS	15.1800
13	Paper towel roll 2-ply GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"	418	CS	19.2600
14	Paper towel center pull roll	253	CS	29.7800

  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AMENDMENT

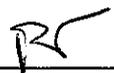
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**CONTRACT NUMBER**  
**12546 OC**

PAGE 4 OF 11	ORDER DATE 02/24/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
	GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L			
15	Wipers, delicate task, 3-ply GP-29778/03 soft non-abrasive 15"W x 16.7"L, 20BX(70)CS	504	CS	43.7700
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs 15"W x 16.5"L	147	CS	46.8000
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	337	CS	34.4700
18	Portion cup pleated paper 3/4oz SW-075white 5000/cs	400	CS	28.4100
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	60	CS	44.3000
20	Portion cup clear plastic 2 oz PV-JCTSB200 2500/cs	74	CS	22.9400
21	Lid 2 oz portion cup 2500 cs PV-PLS2	8	CS	20.5900
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	80	CS	63.6400
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	257	CS	29.8300
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	115	CS	47.9800

  
BUYER INITIALS

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 5 OF 11	ORDER DATE 02/24/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	110	CS	47.5900
26	Waxed cold cup 5 oz 3000/cs SW-R53	56	CS	57.5700
27	Waxed cold cup 6 oz 2000/cs SW-R6NN	10	CS	50.1200
28	Waxed cold cup 9 oz 2000/cs SW-R9N	225	CS	60.1500
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	45	CS	11.9800
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	900	CS	14.0600
31	Hot/Cold cup white 12 oz WC-12C16 1000/cs	448	CS	19.8900
32	Vented Lid for 8C8 WC-FL	10	CS	7.3500
33	Vented Lid for WC-FL WC-DT8 1000/cs	10	CS	11.5000
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	10	CS	30.6100
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	60	CS	24.4100
36	Foam plate 6" non-laminated PV-TH10006 white 1000/cs	100	CS	12.5600
1 section				
37	Foam plate 9" non-laminated PV-TH10009 white 500/cs	370	CS	12.5600

1 section



BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AMENDMENT

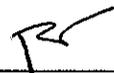
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**CONTRACT NUMBER**  
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PAGE 6 OF 11	ORDER DATE 02/24/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
38	Foam plate 9" double laminated PV-TK1-0009 white 500/cs	230	CS	19.2400
1 section				
39	Foam plate 9" double laminated PV-TK1-0011 white 500/cs	67	CS	20.0800
3 section				
40	Foam bowl 5 oz non-laminated PV-YTH-10004 white 1250/cs	510	CS	17.6600
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	215	CS	12.6300
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	300	CS	15.4900
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	38	CS	17.3100
44	3 compartment hinged tray foam PV-YTD19903 white 150/cs	350	CS	7.4600
9" x 9" x 3.5"				
45	16 oz Paper Food Container SW-VS516J 500/cs	50	CS	50.2500
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	50	CS	109.7300
47	Lid-3 comprtmnt microwavable tray PV-CN8468H 250/cs	25	CS	56.2600
clear view				
48	Single comprtmnt microwavable tray PV-CN85012 12 oz 250/cs	25	CS	53.4900

  
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PAGE 7 OF 11	ORDER DATE 02/24/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
clear view				
49	Lid for single compartment microwavable tray PC-CN8-5101	25	CS	19.5600
250/cs clear view				
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	300	CS	6.9800
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	610	CS	14.4900
52	Fork med plastic white 1000/cs NP-406010 bulk pack	575	CS	6.9800
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	170	CS	14.4900
54	Knife med plastic white NP-406017 bulk pack 1000/cs	100	CS	6.9800
55	Knife heavy plastic white NP-406037 1000 bulk cs	100	CS	14.4900
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs	50	CS	15.3500
aluminum foil				
57	Foil 18" x1000 standard weight PV-W17 cutter box 1 roll cs	510	CS	29.1600
aluminum foil				
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs	160	CS	21.2200
aluminum foil				
59	Foil 18" x 1000 heavy weight	100	CS	40.6800

  
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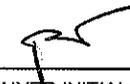
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**CONTRACT NUMBER**  
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PAGE 8 OF 11	ORDER DATE 02/24/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
	PV-W23 cutter box 1 roll cs aluminum foil			
60	Foil Sheets 12" x 10 3/4" PV-W69 6/500 cs aluminum foil sheets	53	CS	52.4900
61	Film 12" x 2000' AN-NW122	80	CS	7.4400
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	225	CS	8.3700
63	Film wrap 18 x 2000 w/cutter AN-NW182	725	CS	10.6300
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	75	CS	29.0000
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	80	CS	16.3900
66	Ziploc Quart Bag, pint size EK-F20608 6"x8" 1000/cs	95	CS	16.6700
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	110	CS	7.3900
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	175	CS	12.2900
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	50	CS	12.1500
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	133	CS	6.0700
71	6# Brown Kraft Sleeve 500	20	CS	8.1000

  
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PAGE 9 OF 11	ORDER DATE 02/24/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
72	DB-6K 6 x 3 5/8 x 11 8# Brown Kraft Sleeve 500	50	CS	9.2100
73	DB-8K 6 1/8 X 4 X 12 3/8 12# Brown Kraft Sleeve 500	157	CS	12.4900
74	DB-12K 7 1/8 x 4 1/4 x 13 3/4 20# Brown Kraft Sleeve 500	100	CS	17.3000
75	DB-20K 8 1/4 x 5 5/16 x 16 1/8 57# Brown Kraft Bale 500	112	CS	29.6500
76	DB-1/6BBL57 12 x7 x 17 #75 Brown Kraft Bale 400	200	CS	29.6200
77	DB-1/6BBL7 x 5 12 7 x 17 Aprons light weight plastic ME-75007247 white 46" L x 28" W 1ml 1000/cs	88	CS	46.2800
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	125	CS	45.0500
79	Hairnet heavy duty nylon XL HG-400BN 144/pk fire retardant	1010	CS	14.7500
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	260	CS	21.9600
81	Cap paper adjustable white LA-RPPRCC2W 10/100/cs cellucap	10	CS	81.1100
82	Toilet Seat Cover HS-DS5000	10	CS	27.6000

  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
301 Centennial Mail South, 1st Floor  
Lincoln, Nebraska 68508

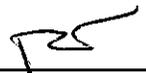
OR

P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**12546 OC**

PAGE 10 OF 11	ORDER DATE 02/24/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
83	Tampax 500/cs HS-T500	130	CS	49.3700
84	Maxi pad folded thin 250/cs HS-MT-4 Sanitary Napkin	550	CS	21.8500
85	Maxi super/overnight w/wings HS-MT200 200/cs SanitaryNapkin	225	CS	29.1700
86	Roll Tissue 2 ply 80/605	250	CS	46.0300
87	2 mil poly apron ME-L419 Box of 100	250	BX	12.0000
88	1 oz Portion Cup Paper SW-100 5000/cs	1000	CS	43.0000

  
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/>

# 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**  
**12546 OC**

PAGE 1 OF 11	ORDER DATE 01/28/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	
VENDOR ADDRESS: NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NE 68130-2507	

**THE CONTRACT PERIOD IS AUGUST 01, 2009 THROUGH JULY 31, 2010.**

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 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 2973 OF

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2009 through July 31, 2010. The contract may be renewed for two (2) 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.

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

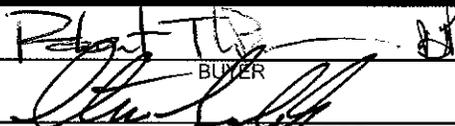
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

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 prepared any portion of the Agreement, but shall be interpreted according to the application of rules of

  
BUYER  
MATERIEL ADMINISTRATOR

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 2 OF 11	ORDER DATE 01/28/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
	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.

Contract award provides for the addition of Line Item #86.

VENDOR CONTACT: Jerry Hoffman  
PHONE: 800-647-2737 ext. 145  
FAX: 402-330-4109

AMENDMENT ONE (1): Contract is amended to allow for corrections to lines 17, 33, 34, 35, 40, 55, 77 and the addition of line 87. Vendor fax number was changed. (10/20/09 djg)

AMENDMENT TWO (2): Contract is amended to adjust case pack on lines 40 and 44, and to add line 88. (01/28/10 djg)

Line	Description	Est. Qty	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white 1210 sheets/roll, 4.0" x 4.05"	18	CS	38.2900
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white 1500 sheets/roll, approx. 4.0" x 4.0"	604	CS	29.9900
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll white, approx. 4.0" x 4.0"	9021	CS	29.5200
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll 3 3/4" x 4"	14	CS	34.7800
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	460	CS	15.2600
6	Facial Tissue premium boxed	86	CS	28.1500

  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AMENDMENT

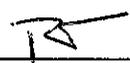
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**CONTRACT NUMBER**  
**12546 OC**

PAGE 3 OF 11	ORDER DATE 01/28/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
7	KC-21400 white 36/100 Disp Napkin tallfold 1-ply GP-33201 stdn weight white or natural 40/250, 7" x 13 1/2"	150	CS	30.4600
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	80	CS	38.9000
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	1000	CS	29.0300
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	5000	CS	13.8400
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pkgs/case	3000	CS	13.5000
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	2500	CS	15.1800
13	Paper towel roll 2-ply GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"	418	CS	19.2600
14	Paper towel center pull roll GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L	253	CS	29.7800

  
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**CONTRACT NUMBER**  
**12546 OC**

PAGE 4 OF 11	ORDER DATE 01/28/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
15	Wipers, delicate task, 3-ply GP-29778/03 soft non-abrasive 15"W x 16.7"L, 20BX(70)CS	504	CS	43.7700
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs 15"W x 16.5"L	147	CS	46.8000
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	337	CS	34.4700
18	Portion cup pleated paper 3/4oz SW-075white 5000/cs	400	CS	28.4100
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	60	CS	44.3000
20	Portion cup clear plastic 2 oz PV-JCTSB200 2500/cs	74	CS	22.9400
21	Lid 2 oz portion cup 2500 cs PV-PLS2	8	CS	20.5900
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	80	CS	63.6400
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	257	CS	29.8300
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	115	CS	47.9800
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	110	CS	47.5900



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**CONTRACT NUMBER**  
**12546 OC**

PAGE 5 OF 11	ORDER DATE 01/28/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
26	Waxed cold cup 5 oz 3000/cs SW-R53	56	CS	57.5700
27	Waxed cold cup 6 oz 2000/cs SW-R6NN	10	CS	50.1200
28	Waxed cold cup 9 oz 2000/cs SW-R9N	225	CS	60.1500
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	45	CS	11.9800
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	900	CS	14.0600
31	Hot/Cold cup white 12 oz WC-12C16 1000/cs	448	CS	19.8900
32	Vented Lid for 8C8 WC-FL	10	CS	7.3500
33	Vented Lid for WC-FL WC-DT8 1000/cs	10	CS	11.5000
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	10	CS	30.6100
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	60	CS	24.4100
36	Foam plate 6" non-laminated PV-TH10006 white 1000/cs	100	CS	12.5600
1 section				
37	Foam plate 9" non-laminated PV-TH10009 white 500/cs	170	CS	12.5600
1 section				
38	Foam plate 9" double laminated	230	CS	19.2400

  
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**CONTRACT NUMBER**  
**12546 OC**

PAGE 6 OF 11	ORDER DATE 01/28/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
	PV-TK1-0009 white 500/cs			
1 section				
39	Foam plate 9" double laminated PV-TK1-0011 white 500/cs	67	CS	20.0800
3 section				
40	Foam bowl 5 oz non-laminated PV-YTH-10004 white 1250/cs	510	CS	17.6600
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	215	CS	12.6300
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	300	CS	15.4900
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	38	CS	17.3100
44	3 compartment hinged tray foam PV-YTD19903 white 150/cs	350	CS	7.4600
9" x 9" x 3.5"				
45	16 oz Paper Food Container SW-VS516J 500/cs	50	CS	50.2500
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	50	CS	109.7300
47	Lid-3 comprtmnt microwavable tray PV-CN8468H 250/cs	25	CS	56.2600
clear view				
48	Single comprtmnt microwavable tray PV-CN85012 12 oz 250/cs	25	CS	53.4900
clear view				

  
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**CONTRACT NUMBER**  
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PAGE 7 OF 11	ORDER DATE 01/28/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
49	Lid for single compartment microwavable tray PC-CN8-5101 250/cs clear view	25	CS	19.5600
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	300	CS	6.9800
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	610	CS	14.4900
52	Fork med plastic white 1000/cs NP-406010 bulk pack	575	CS	6.9800
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	170	CS	14.4900
54	Knife med plastic white NP-406017 bulk pack 1000/cs	100	CS	6.9800
55	Knife heavy plastic white NP-406037 1000 bulk cs	100	CS	14.4900
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs aluminum foil	50	CS	15.3500
57	Foil 18" x1000 standard weight PV-W17 cutter box 1 roll cs aluminum foil	510	CS	29.1600
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs aluminum foil	160	CS	21.2200
59	Foil 18" x 1000 heavy weight PV-W23 cutter box 1 roll cs aluminum foil	100	CS	40.6800

BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AMENDMENT

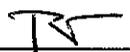
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**CONTRACT NUMBER**  
**12546 OC**

PAGE 8 OF 11	ORDER DATE 01/28/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
60	Foil Sheets 12" x 10 3/4" PV-W69 6/500 cs aluminum foil sheets	53	CS	52.4900
61	Film 12" x 2000' AN-NW122	80	CS	7.4400
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	225	CS	8.3700
63	Film wrap 18 x 2000 w/cutter AN-NW182	725	CS	10.6300
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	75	CS	29.0000
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	80	CS	16.3900
66	Ziploc Quart Bag, pint size EK-F20608 6"x8" 1000/cs	95	CS	16.6700
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	10	CS	7.3900
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	175	CS	12.2900
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	50	CS	12.1500
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	58	CS	5.6200
71	6# Brown Kraft Sleeve 500 DB-6K 6 x 3 5/8 x 11	20	CS	7.5000
72	8# Brown Kraft Sleeve 500	50	CS	8.5300

  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AMENDMENT

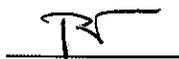
State Purchasing Bureau  
301 Centennial Mail South, 1st Floor  
Lincoln, Nebraska 68508

OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**12546 OC**

PAGE 9 OF 11	ORDER DATE 01/28/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
	DB-8K 6 1/8 X 4 X 12 3/8			
73	12# Brown Kraft Sleeve 500	157	CS	11.5600
	DB-12K 7 1/8 x 4 1/4 x 13 3/4			
74	20# Brown Kraft Sleeve 500	100	CS	16.0300
	DB-20K 8 1/4 x 5 5/16 x 16 1/8			
75	57# Brown Kraft Bale 500	112	CS	27.9800
	DB-1/6BBL57 12 x7 x 17			
76	#75 Brown Kraft Bale 400	200	CS	27.9500
	DB-1/6BBL7 x 5 12 7 x 17			
77	Aprons light weight plastic	88	CS	46.2800
	ME-L419 white 46"L x 28"W 1ml			
	1000/cs			
78	Glove poly S-M-L 10/1000/cs	125	CS	45.0500
	VK-78050 Embossed wrist length			
	FDA approved			
79	Hairnet heavy duty nylon XL	1010	CS	14.7500
	HG-400BN 144/pk fire retardant			
80	Cap operating room 21"	260	CS	21.9600
	VK-21500LG 10/100/cs non woven			
	cloth like material, fire retardant			
81	Cap paper adjustable white	10	CS	81.1100
	LA-RPPRCC2W 10/100/cs cellucap			
82	Toilet Seat Cover	10	CS	27.6000
	HS-DS5000			
83	Tampax 500/cs	30	CS	49.3700
	HS-T500			
84	Maxi pad folded thin 250/cs	300	CS	21.8500

  
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PAGE 10 OF 11	ORDER DATE 01/28/10
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
	HS-MT-4 Sanitary Napkin			
85	Maxi super/overnight w/wings	75	CS	29.1700
	HS-MT200 200/cs SanitaryNapkin			
86	Roll Tissue 2 ply 80/605	250	CS	46.0300
87	2 mil poly apron	250	BX	12.0000
	ME-L419 Box of 100			
88	1 oz Portion Cup	1000	CS	43.0000
	Paper SW-100 5000/cs			



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/>

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 1 OF 11	ORDER DATE 10/21/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	
VENDOR ADDRESS: NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NE 68130-2507	

**THE CONTRACT PERIOD IS AUGUST 01, 2009 THROUGH JULY 31, 2010.**

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 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 2973 OF

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2009 through July 31, 2010. The contract may be renewed for two (2) 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.

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 prepared any portion of the Agreement, but shall be interpreted according to the application of rules of

  
BUYER

  
MATERIEL ADMINISTRATOR

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 2 OF 11	ORDER DATE 10/21/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
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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.

Contract award provides for the addition of Line Item #86.

VENDOR CONTACT: Jerry Hoffman  
PHONE: 800-647-2737 ext. 145  
FAX: 402-330-4109

AMENDMENT ONE (1): Contract is amended to allow for corrections to lines 17, 33, 34, 35, 40, 55, 77 and the addition of line 87. Vendor fax number was changed. (10/20/09 djg)

Line	Description	Est. Qty	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white  1210 sheets/roll, 4.0" x 4.05"	18	CS	38.2900
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white  1500 sheets/roll, approx. 4.0" x 4.0"	604	CS	29.9900
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll white, approx. 4.0" x 4.0"	9021	CS	29.5200
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll  3 3/4" x 4"	14	CS	34.7800
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	110	CS	15.2600
6	Facial Tissue premium boxed KC-21400 white 36/100	86	CS	28.1500

  
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**CONTRACT NUMBER**  
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PAGE 3 OF 11	ORDER DATE 10/21/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
7	Disp Napkin tallfold 1-ply GP-33201 stnd weight white or natural 40/250, 7" x 13 1/2"	150	CS	30.4600
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17" white	80	CS	38.9000
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	1000	CS	29.0300
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	5000	CS	13.8400
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pks/case	3000	CS	13.5000
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	2500	CS	15.1800
13	Paper towel roll 2-ply GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"	418	CS	19.2600
14	Paper towel center pull roll GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L	253	CS	29.7800
15	Wipers, delicate task, 3-ply	4	CS	43.7700

  
BUYER INITIALS

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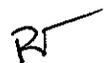
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**CONTRACT NUMBER**  
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PAGE 4 OF 11	ORDER DATE 10/21/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
	GP-29778/03 soft non-abrasive 15"W x 16.7"L, 20BX(70)CS			
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs 15"W x 16.5"L	147	CS	46.8000
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	337	CS	34.4700
18	Portion cup pleated paper 3/4oz SW-075white 5000/cs	400	CS	28.4100
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	10	CS	44.3000
20	Portion cup clear plastic 2 oz PV-JCTSB200 2500/cs	74	CS	22.9400
21	Lid 2 oz portion cup 2500 cs PV-PLS2	8	CS	20.5900
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	80	CS	63.6400
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	257	CS	29.8300
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	115	CS	47.9800
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	110	CS	47.5900
26	Waxed cold cup 5 oz 3000/cs	56	CS	57.5700

  
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PAGE 5 OF 11	ORDER DATE 10/21/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
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Line	Description	Est. Qty	Unit of Measure	Unit Price
	SW-R53			
27	Waxed cold cup 6 oz 2000/cs	10	CS	50.1200
	SW-R6NN			
28	Waxed cold cup 9 oz 2000/cs	225	CS	60.1500
	SW-R9N			
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	45	CS	11.9800
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	900	CS	14.0600
31	Hot/Cold cup white 12 oz WC-12C16 1000/cs	448	CS	19.8900
32	Vented Lid for 8C8 WC-FL	10	CS	7.3500
33	Vented Lid for WC-FL WC-DT8 1000/cs	10	CS	11.5000
34	Paper plate 6" coated fluted SW-MP6B rigid rim 1000/cs	10	CS	30.6100
35	Paper plate 9" coated fluted SW-MP9B rigid rim 500/cs	60	CS	24.4100
36	Foam plate 6" non-laminated PV-TH10006 white 1000/cs	100	CS	12.5600
1 section				
37	Foam plate 9" non-laminated PV-TH10009 white 500/cs	120	CS	12.5600
1 section				
38	Foam plate 9" double laminated PV-TK1-0009 white 500/cs	230	CS	19.2400
1 section				

  
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PAGE 6 OF 11	ORDER DATE 10/21/09
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Line	Description	Est. Qty	Unit of Measure	Unit Price
39	Foam plate 9" double laminated PV-TK1-0011 white 500/cs	67	CS	20.0800
3 section				
40	Foam bowl 5 oz non-laminated PV-TH1-0004 white 1000/cs	10	CS	14.1300
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	215	CS	12.6300
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	300	CS	15.4900
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	38	CS	17.3100
44	3 compartment hinged tray foam PV-YTD19903 white 200/cs	100	CS	9.9400
9" x 9" x 3.5"				
45	16 oz Paper Food Container SW-VS516J 500/cs	50	CS	50.2500
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	50	CS	109.7300
47	Lid-3 comprtmnt microwavable tray PV-CN8468H 250/cs	25	CS	56.2600
clear view				
48	Single comprtmnt microwavable tray PV-CN85012 12 oz 250/cs	25	CS	53.4900
clear view				
49	Lid for single compartment microwavable tray PC-CN8-5101	25	CS	19.5600

  
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PAGE 7 OF 11	ORDER DATE 10/21/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
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Line	Description	Est. Qty	Unit of Measure	Unit Price
250/cs clear view				
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	300	CS	6.9800
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	60	CS	14.4900
52	Fork med plastic white 1000/cs NP-406010 bulk pack	75	CS	6.9800
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	170	CS	14.4900
54	Knife med plastic white NP-406017 bulk pack 1000/cs	100	CS	6.9800
55	Knife heavy plastic white NP-406037 1000 bulk cs	100	CS	14.4900
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs	50	CS	15.3500
aluminum foil				
57	Foil 18" x1000 standard weight PV-W17 cutter box 1 roll cs	10	CS	29.1600
aluminum foil				
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs	160	CS	21.2200
aluminum foil				
59	Foil 18" x 1000 heavy weight PV-W23 cutter box 1 roll cs	100	CS	40.6800
aluminum foil				
60	Foil Sheets 12" x 10 3/4"	53	CS	52.4900

  
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PAGE 8 OF 11	ORDER DATE 10/21/09
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VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
	PV-W69 6/500 cs aluminum foil sheets			
61	Film 12" x 2000' AN-NW122	80	CS	7.4400
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	225	CS	8.3700
63	Film wrap 18 x 2000 w/cutter AN-NW182	225	CS	10.6300
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8 1000/cs	75	CS	29.0000
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	80	CS	16.3900
66	Ziploc Quart Bag, pint size EK-F20608 6"x8" 1000/cs	95	CS	16.6700
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	10	CS	7.3900
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	175	CS	12.2900
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	50	CS	12.1500
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	58	CS	5.6200
71	6# Brown Kraft Sleeve 500 DB-6K 6 x 3 5/8 x 11	20	CS	7.5000
72	8# Brown Kraft Sleeve 500 DB-8K 6 1/8 X 4 X 12 3/8	50	CS	8.5300

  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AMENDMENT

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**  
**12546 OC**

PAGE 9 OF 11	ORDER DATE 10/21/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
73	12# Brown Kraft Sleeve 500 DB-12K 7 1/8 x 4 1/4 x 13 3/4	157	CS	11.5600
74	20# Brown Kraft Sleeve 500 DB-20K 8 1/4 x 5 5/16 x 16 1/8	100	CS	16.0300
75	57# Brown Kraft Bale 500 DB-1/6BBL57 12 x7 x 17	112	CS	27.9800
76	#75 Brown Kraft Bale 400 DB-1/6BBL7 x 5 12 7 x 17	200	CS	27.9500
77	Aprons light weight plastic ME-L419 white 46"L x 28"W 1ml 1000/cs	88	CS	46.2800
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	125	CS	45.0500
79	Hairnet heavy duty nylon XL HG-400BN 144/pk fire retardant	1010	CS	14.7500
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	260	CS	21.9600
81	Cap paper adjustable white LA-RPPRCC2W 10/100/cs cellucap	10	CS	81.1100
82	Toilet Seat Cover HS-DS5000	10	CS	27.6000
83	Tampax 500/cs HS-T500	30	CS	49.3700
84	Maxi pad folded thin 250/cs HS-MT-4 Sanitary Napkin	300	CS	21.8500

  
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PAGE 10 OF 11	ORDER DATE 10/21/09
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VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
85	Maxi super/overnight w/wings HS-MT200 200/cs SanitaryNapkin	75	CS	29.1700
86	Roll Tissue 2 ply 80/605	250	CS	46.0300
87	2 mil poly apron ME-L419 Box of 100	250	BX	12.0000



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 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 (1) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

**DRUG POLICY -** Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

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

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

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**CONTRACT NUMBER**  
**12546 OC**

PAGE 1 OF 11	ORDER DATE 07/29/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	
VENDOR ADDRESS: NATIONAL PAPER CO, INC DBA NATIONAL PAPER & SANITARY SUPPLY 2511 S 156 CIR OMAHA NE 68130-2507	

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

**AUGUST 01, 2009 THROUGH JULY 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 2973 OF

Contract to supply and deliver Paper and Plastics Disposable as per the attached specifications, terms and conditions for a period of one (1) year beginning August 1, 2009 through July 31, 2010. The contract may be renewed for two (2) 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.

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

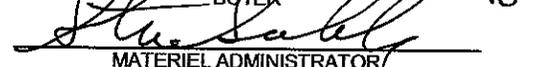
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

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 prepared any portion of the Agreement, but shall be interpreted according to the application of rules of

  
BUYER  
  
MATERIEL ADMINISTRATOR

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**CONTRACT NUMBER**  
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PAGE 2 OF 11	ORDER DATE 07/29/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

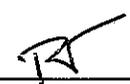
Line	Description	Est. Qty	Unit of Measure	Unit Price
	interpretation of contracts generally.			

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.

Contract award provides for the addition of Line Item #86.

VENDOR CONTACT: Jerry Hoffman  
PHONE: 800-647-2737 ext. 145  
FAX: 402-331-4109

Line	Description	Est. Qty	Unit of Measure	Unit Price
1	Roll Tissue 1-ply 80 rolls/cs GP-14580/01 white  1210 sheets/roll, 4.0" x 4.05"	18	CS	38.2900
2	Roll Tissue 1-ply 48 rolls/cs GP-14448/01 white  1500 sheets/roll, approx. 4.0" x 4.0"	604	CS	29.9900
3	Roll Tissue 2-ply 80 rolls/cs GP-19880/01 550 sheets/roll white, approx. 4.0" x 4.0"	9021	CS	29.5200
4	Roll Tissue 2-ply 36 rolls/cs GP-19375 865 sheets/roll 3 3/4" x 4"	14	CS	34.7800
5	Facial Tissue 2-plyboxed white GP-47410 30/100 cs 8.33"x8.0"	10	CS	15.2600
6	Facial Tissue premium boxed KC-21400 white 36/100	86	CS	28.1500
7	Disp Napkin tallfold 1-ply GP-33201 std weight white or	150	CS	30.4600

  
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**CONTRACT NUMBER**  
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PAGE 3 OF 11	ORDER DATE 07/29/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
	natural 40/250, 7" x 13 1/2"			
8	Disp Napkin lrg size 1-ply GP-37402 12/500 cs 12"x17"	80	CS	38.9000
	white			
9	Paper napkin luncheon size GP-37707 1-ply 1/4 fold white or natural, 11.5" x 12.4", 12/500 case	1000	CS	29.0300
10	Paper towel singlefold 1-ply GP-23504 250 towels/pk natural 9.25" x 10.25", 16 pkgs/case	5000	CS	13.8400
11	Paper towel multifold 1-ply GP-23304 250 towels/pk natural 9 1/4" x 9 1/2", 16 pks/case	3000	CS	13.5000
12	Paper towel multifold 1-ply GP-24590 16/250 white 9 1/4" x 9 1/2"	2500	CS	15.1800
13	Paper towel roll 2-ply GP-27385 85 sheets/roll, 30 rolls/case 11" x 8.8"	418	CS	19.2600
14	Paper towel center pull roll GP-28143 white 560/roll 4 rolls/case 7.8"W x 15" L	253	CS	29.7800
15	Wipers, delicate task, 3-ply GP-29778/03 soft non-abrasive	4	CS	43.7700

  
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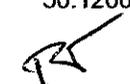
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PAGE 4 OF 11	ORDER DATE 07/29/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
	15"W x 16.7"L, 20BX(70)CS			
16	Wipers, Light Duty white 1-ply GP-29756/03 20/140 cs	147	CS	46.8000
	15"W x 16.5"L			
17	Wipers, All Purpose Med. Duty KC-05812 white 1/4 fold bulk 12/5" x 13" 12/90 cs	337	CS	23.8700
18	Portion cup pleated paper 3/4oz SW-075white 5000/cs	400	CS	28.4100
19	Pleated 2 oz paper souffle cup SW-200 white 2500/cs	10	CS	44.3000
20	Portion cup clear plastic 2 oz PV-JCTSB200 2500/cs	74	CS	22.9400
21	Lid 2 oz portion cup 2500 cs PV-PLS2	8	CS	20.5900
22	Med/Dntl Cup 5 oz blue plastic SW-PCF5B 2500/cs	80	CS	63.6400
23	Cold cup 5 oz plastic SW-CDE5 plastic translucent 2500/cs	257	CS	29.8300
24	Lid 5 oz cold cup 2500/cs SW-L53 no straw slot	115	CS	47.9800
25	Paper cup white non-waxed 3 oz SW-RD3L drinking cup 2400/cs	110	CS	47.5900
26	Waxed cold cup 5 oz 3000/cs SW-R53	56	CS	57.5700
27	Waxed cold cup 6 oz 2000/cs	10	CS	50.1200

  
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PAGE 5 OF 11	ORDER DATE 07/29/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
	SW-R6NN			
28	Waxed cold cup 9 oz 2000/cs	225	CS	60.1500
	SW-R9N			
29	Hot/Cold cup, white 6 oz, WC-6C6 1000/cs	45	CS	11.9800
30	Hot/Cold cup, white 8 oz WC-8C8 1000/cs	900	CS	14.0600
31	Hot/Cold cup white 12 oz WC-12C16 1000/cs	448	CS	19.8900
32	Vented Lid for 8C8 WC-FL	10	CS	7.3500
33	Vented Lid for WC-FL WC-FL	10	CS	7.3500
34	Paper plate 6" coated fluted SW-MWP6 rigid rim 1000/cs	10	CS	30.6100
35	Paper plate 9" coated fluted SW-MWP9 rigid rim 1000/cs	60	CS	24.4100
36	Foam plate 6" non-laminated PV-TH10006 white 1000/cs	100	CS	12.5600
1 section				
37	Foam plate 9" non-laminated PV-TH10009 white 500/cs	120	CS	12.5600
1 section				
38	Foam plate 9" double laminated PV-TK1-0009 white 500/cs	230	CS	19.2400
1 section				
39	Foam plate 9" double laminated	67	CS	20.0800

  
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PAGE 6 OF 11	ORDER DATE 07/29/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
	PV-TK1-0011 white 500/cs			
	3 section			
40	Foam bowl 5 oz non-laminated PV-TK1-0004 white 1000/cs	10	CS	14.1300
41	Foam bowl 6-8oz dble laminated WC-8B white 500/cs	215	CS	12.6300
42	Foam bowl 12 oz dble laminated WC-12FC white 500/cs	300	CS	15.4900
43	Foam bowl 16oz laminatd inside WC-16FC 500/cs	38	CS	17.3100
44	3 compartment hinged tray foam PV-YTD19903 white 200/cs	100	CS	9.9400
	9" x 9" x 3.5"			
45	16 oz Paper Food Container SW-VS516J 500/cs	50	CS	50.2500
46	3compartment microwavable tray PV-CN84638 clear view 250/cs	50	CS	109.7300
47	Lid-3 comprtmnt microwavable tray PV-CN8468H 250/cs	25	CS	56.2600
	clear view			
48	Single comprtmnt microwavable tray PV-CN85012 12 oz 250/cs	25	CS	53.4900
	clear view			
49	Lid for single compartment microwavable tray PC-CN8-5101	25	CS	19.5600
	250/cs clear view			

  
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PAGE 7 OF 11	ORDER DATE 07/29/09
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Line	Description	Est. Qty	Unit of Measure	Unit Price
50	Spoon medium plastic white NP-406014 bulk pack 1000/cs	300	CS	6.9800
51	Spoon heavy plastic white NP-406034 bulk pack 1000/cs	60	CS	14.4900
52	Fork med plastic white 1000/cs NP-406010 bulk pack	75	CS	6.9800
53	Fork heavy plastic white NP-406028 bulk pack 1000/cs	170	CS	14.4900
54	Knife med plastic white NP-406017 bulk pack 1000/cs	100	CS	6.9800
55	Knife heavy plastic white NP-406037 10/100 cs	100	CS	14.4900
56	Foil 18" x 500 standard weight PV-W18 cutter box 1 roll cs aluminum foil	50	CS	15.3500
57	Foil 18" x1000 standard weight PV-W17 cutter box 1 roll cs aluminum foil	10	CS	29.1600
58	Foil 18" x500 heavy weight PV-W28 cutter box 1 roll cs aluminum foil	160	CS	21.2200
59	Foil 18" x 1000 heavy weight PV-W23 cutter box 1 roll cs aluminum foil	100	CS	40.6800
60	Foil Sheets 12" x 10 3/4" PV-W69 6/500 cs aluminum foil	3	CS	52.4900

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PAGE 8 OF 11	ORDER DATE 07/29/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
61	Film 12" x 2000' AN-NW122	30	CS	7.4400
62	Film wrap 18 x 1000 w/cutter AN-PW181 1 roll cs	125	CS	8.3700
63	Film wrap 18 x 2000 w/cutter AN-NW182	125	CS	10.6300
64	Pan liner Quillon Treated ME-PAN24 16 3/8 x 24 3/8	75	CS	29.0000
65	Ziploc print bag, 6"x6" EK-H07RC 1000/cs	80	CS	16.3900
66	Ziploc Quart Bag, pint size EK-F20608 6"x8" 1000/cs	20	CS	16.6700
67	Flip Lock Bag 6 1/2"x 7 1/2" EK-HD07 2000/cs	10	CS	7.3900
68	Ziploc Gallon Bag 10 9/16"x11" EK-F21012G 1.75ml 250/cs	100	CS	12.2900
69	Sandwich Bag dry wax 1000/bx ME-300401 6.75"x6.75"	50	CS	12.1500
70	4# Brown Kraft Sleeve 500 DB-4K 5 x 3 1/4 x 9 3/4	10	CS	5.6200
71	6# Brown Kraft Sleeve 500 DB-6K 6 x 3 5/8 x 11	20	CS	7.5000
72	8# Brown Kraft Sleeve 500 DB-8K 6 1/8 X 4 X 12 3/8	50	CS	8.5300
73	12# Brown Kraft Sleeve 500 DB-12K 7 1/8 x 4 1/4 x 13 3/4	157	CS	11.5600

  
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OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**12546 OC**

PAGE 9 OF 11	ORDER DATE 07/29/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
74	20# Brown Kraft Sleeve 500 DB-20K 8 1/4 x 5 5/16 x 16 1/8	100	CS	16.0300
75	57# Brown Kraft Bale 500 DB-1/6BBL57 12 x7 x 17	112	CS	27.9800
76	#75 Brown Kraft Bale 400 DB-1/6BBL7 x 5 12 7 x 17	200	CS	27.9500
77	Aprons light weight plastic ME-L419 white 46"L x 28"W 1000/cs	13	CS	46.2800
78	Glove poly S-M-L 10/1000/cs VK-78050 Embossed wrist length FDA approved	50	CS	45.0500
79	Hairnet heavy duty nylon XL HG-400BN 144/pk fire retardant	10	CS	14.7500
80	Cap operating room 21" VK-21500LG 10/100/cs non woven cloth like material, fire retardant	10	CS	21.9600
81	Cap paper adjustable white LA-RPPRCC2W 10/100/cs cellucap	10	CS	81.1100
82	Toilet Seat Cover HS-DS5000	10	CS	27.6000
83	Tampax 500/cs HS-T500	30	CS	49.3700
84	Maxi pad folded thin 250/cs HS-MT-4 Sanitary Napkin	300	CS	21.8500
85	Maxi super/overnight w/wings HS-MT200 200/cs SanitaryNapkin	75	CS	29.1700

  
BUYER INITIALS

# 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**  
**12546 OC**

PAGE 10 OF 11	ORDER DATE 07/29/09
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON
VENDOR NUMBER: 500554	

Line	Description	Est. Qty	Unit of Measure	Unit Price
86	Roll Tissue 2 ply 80/605	250	CS	46.0300

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**

### **Paper and Plastics Products Terms & Conditions**

#### **Scope**

To establish a contract between the State of Nebraska and the successful vendor(s) to supply and deliver, F.O.B. destination, Paper and Plastic Products to multiple agencies throughout Nebraska in accordance with the following conditions and attached specifications.

#### **Term of Contract**

The contract resulting from this invitation to bid, is to be in effect for a period of one year from the date of an award, unless otherwise terminated as provided herein. The contract may be renewed for two (2) additional one (1) year periods when agreeable with the State of Nebraska and the contractor.

#### **Non-compliance Statement**

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

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 this invitation to bid 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) on or before June 26, 2009. Response(s) will be posted on the following site <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> in the form of an addendum to the ITB.

#### **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

#### **Breach of Contract**

If the vendor breaches this contract, the State of Nebraska may, at its discretion, terminate the contract immediately upon written notice to the vendor. The State of Nebraska shall pay the vendor 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 vendor 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

### **Cancellation Clause**

The contract(s) 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.

### **Annual Usage**

This contract between the State of Nebraska and the successful vendor(s) is to furnish an unspecified quantity of Paper and/or Plastics Products in a given period of time. Individual items have been listed with specifications along with an estimated annual usage and average order quantity for each. Quantities provided are for reference only and are not to be construed to be either a minimum or maximum.

### **Recycled Content**

Pursuant to §81-15,159 (link below) preference may be given to items produced with recycled content. Prior to award and or at anytime during the term of the contract, written verification and or certification of recovered material content from the mill/ manufacturer may be required (62 FR 44809) and must be provided within 5 business days of a request. Non compliance may void the bid, or be grounds to cancel the contract.

[http://www.das.state.ne.us/materiel/recycling/81\\_15159.htm](http://www.das.state.ne.us/materiel/recycling/81_15159.htm)

### **Substitutions**

If at any time during the term of the contract, the vendor is unable to provide the brand of Paper and/or Plastic Products indicated in the bid, any alternate brands must be verified as an equal or equivalent and approved in writing by the State Purchasing Bureau prior to fulfillment. The State of Nebraska is not responsible for payment on unapproved substitutions

### **Delivery**

All products shall be delivered within fifteen (15) days ARO. Vendor is to arrange delivery personnel and equipment, regardless of delivery location, and off load all products to a specified area of the designated facility or dock. At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature only confirms that order has been received and the items actually delivered agree with the delivery ticket. This signature does not indicate all items were received in good condition and/or there is not possible hidden damage. Deliveries outside of the Lincoln & Omaha metro area may be subject to a \$150.00 minimum order (or if under \$150.00, freight charges, prepaid and added, may apply).

### **Bidder Instructions (READ THIS CAREFULLY)**

***Bidder must respond to each of the following statements.*** Specifications listed are 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 can not meet this condition, *and therefore may not be considered for an award.* "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   \_\_\_\_\_   \_\_\_\_\_

**Quality**

Product must meet specifications and be of first quality, free of damage and/or defect, and be consistent through each order and for the term of the contract. A guarantee of satisfactory performance of the product and by the supplier and meeting delivery schedule 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. The State of Nebraska will not be charge for shipping, handling or restocking fees in the event products need to be returned.

Yes   No   Other

\_\_\_\_\_   \_\_\_\_\_   X

*See Comments*

**Price Escalation**

Prices quoted shall remain firm for 90 days 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 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 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.

X   \_\_\_\_\_   \_\_\_\_\_

**Samples**

Prior to an award, or at anytime during the term of the contract, vendor(s) may be asked to provide various samples and or product literature/data sheets. Requested materials are to be received within five (5) business days of a request. Product samples must be representative of the items bid by the vendor and also meet the specifications outlined by the State of Nebraska. Furnished samples must at no charge to the State. Quantity of samples must be sufficient for testing (minimum of 5 per item). Failure to provide samples or samples not meeting the specifications may void the bid or constitute a breach of the contract resulting from this bid invitation.

X \_\_\_\_\_

**Testing**

The State may use these samples for evaluating and or field testing. Provided a test was performed, results will be available for review in State Purchasing. All samples and test results become and will remain the property of the State.

X \_\_\_\_\_

**Orders**

Purchase orders for any item(s) listed in a contract award will be placed directly, from the using agency, to the successful vendor(s). These may be received via mail, phone, fax, e-mail or internet (if available, and not to the exclusion of the other methods). All orders must reference the State Contract Number along with the Agency Order Number.

10 \_\_\_\_\_

**Invoices**

An itemized invoice including the ordering agency name and 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.

X \_\_\_\_\_

**Usage Report**

A usage report will 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 must summarize the following information: Ordering agency, item description, percentage of recycled content and PC content annual usage per contract item and average order quantity. Additional reporting information may be deemed necessary and will be conveyed to the vendor. Report(s) must be in Excel format.

X \_\_\_\_\_

**Bid Compliance**

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

- ① Comments: Price Escalators: National Agrees to this Stipulation Except for Duro Bags, Aprons, & Hair Nets. As our Supplier Does Not always give 30 Days Notice. National will Attempt to give 30 Days Notice but may not be able to because of Lack of Notification by Vendor.
- ② Low Bid Minimum - Please do not make ANY Award less than 30,000 Estimated Annual Wages.

Upon award, all inquiries pertaining to the administration of the contract (including price increases/decreases, product availability, etc.) are to be directed to the State Purchasing Bureau buyer: Robert Thompson, State Purchasing Bureau, P.O. Box 94847, 301 Centennial Mall South, Lincoln, NE 68509 or by e-mail: [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov)

- ③ NATIONAL'S GOAL IS TO HAVE A MINIMUM OF AT LEAST 150.00 PER ORDER BUT WOULD HAVE A GOAL OF \$1,000.00 IT WOULD BE APPRECIATED IF WAPS COULD
- ④ See Attached Form for pricing of items NOT on this RFP. (following page)

**CUSTOMER SERVICE**

Please provide the following information regarding the Primary and secondary customer service representatives who will be assigned to service this contract.

Primary Contact Name: ANNE KREIMEIER

Phone: 800-647-2737<sup>x120</sup> Fax: 402-330-4109 e-mail: ANNE.KREIMEIER@MPAPER.COM

Secondary Contact Name: MARYANNE STANNARD

Phone: 800-647-2737<sup>131</sup> Fax: 402-330-4109 e-mail: MARYANNE.STANNARD@MPAPER.COM