

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	12/4/20	Page	1 of 1
Solicitation Number	6432 OF		
Opening Date and Time	01/12/21	2:00:00 pm	
Buyer	BUFFY MEYER (AS)		

## DESTINATION OF GOODS

AS MATERIEL - PRINT SHOP  
501 S 14TH ST LOWER LEVEL  
PO BOX 94847  
LINCOLN NE 68508-4847

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver Uncoated Roll Stock Paper to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(mel 12/03/20)

## INVITATION

**SEE ATTACHED BID SHEET**  
VIRGIN AND RECYCLED ROLL STOCK

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 1 % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 30 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

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

Enter Contact Information Below

VENDOR# \_\_\_\_\_  
VENDOR: Omaha Paper Co. Inc.  
Address: 6936 "L" st.  
Omaha, NE 68117

Contact Dan Robinson  
Telephone 402-331-3243  
Facsimile 402-331-3260  
Email Dan@Omahapaper.com

## INVITATION TO BID

### Number 6432 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a commodity contract, ITB Number 6432 OF for the purpose of selecting a qualified Contractor to provide Uncoated Roll Stock Paper. A more detailed description can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the Contractor (Parties)/notice to proceed. The Contract includes the option to renew for Four (4) additional One (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

#### **INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:**

<http://das.nebraska.gov/materiel/purchasing.html>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful Contractor's proposal or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov>

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all bids or responses received regarding this solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire bid or response. Bidder(s) must request that proprietary information be excluded from the posting. The Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION", or if submitting the proposal or response electronically, as a separate electronic file that is named "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

Line #	VIRGIN UNCOATED ROLLS	Estimated Annual Usage - CWT	UOM	Price per CWT	Comments
1	OFFSET 40# 17.5" WHT PAPER ROLLS 3" CORE - VIRGIN BRAND (Mill): <u>Accent Opaque</u> BRIGHTNESS: <u>97</u> OPACITY: <u>89</u> MINIMUM ORDER MILL REQUIREMENT <u>10000 lbs</u>	4000	CWT	82.50	
2	OFFSET 50# 17" WHT PAPER ROLLS 3" CORE - VIRGIN BRAND (Mill): <u>Williamsburg offset</u> BRIGHTNESS: <u>94</u> OPACITY: <u>90</u> MINIMUM ORDER MILL REQUIREMENT <u>20000 lbs</u>	2273	CWT	62.50	
3	OFFSET 60# 17" WHT PAPER ROLLS 3" CORE - VIRGIN BRAND (Mill): <u>Williamsburg offset</u> BRIGHTNESS: <u>94</u> OPACITY: <u>92</u> MINIMUM ORDER MILL REQUIREMENT <u>20000 lbs</u>	1143.41	CWT	60.00	
4	OFFSET 70# 17" WHT PAPER ROLLS 3" CORE - VIRGIN BRAND (Mill): <u>Williamsburg offset</u> BRIGHTNESS: <u>94</u> OPACITY: <u>94</u> MINIMUM ORDER MILL REQUIREMENT <u>20000 lbs</u>	396.83	CWT	60.00	
5	OFFSET 50# 17" PINK PAPER ROLLS 3" CORE - VIRGIN BRAND (Mill): <u>Springhill Opaque</u> BRIGHTNESS: _____ OPACITY: <u>93</u> MINIMUM ORDER MILL REQUIREMENT <u>20000 lbs</u>	1495	CWT	73.00	
6	OFFSET 50# 17" BLUE PAPER ROLLS 3" CORE - VIRGIN BRAND (Mill): <u>Springhill Opaque</u> BRIGHTNESS: _____ OPACITY: <u>93</u> MINIMUM ORDER MILL REQUIREMENT <u>1 Roll</u>	106.5	CWT	73.00	
7	OFFSET 50# 17" CANARY PAPER ROLLS 3" CORE - VIRGIN BRAND (Mill): <u>Springhill Opaque</u> BRIGHTNESS: _____ OPACITY: <u>93</u> MINIMUM ORDER MILL REQUIREMENT <u>1 Roll</u>	123	CWT	73.00	
8	OFFSET 50# 17" GOLDENROD PAPER ROLLS 3" CORE - VIRGIN BRAND (Mill): <u>Springhill Opaque</u> BRIGHTNESS: _____ OPACITY: <u>93</u> MINIMUM ORDER MILL REQUIREMENT <u>1 Roll</u>	22	CWT	73.00	
9	OFFSET 50# 17" GREEN PAPER ROLLS 3" CORE - VIRGIN BRAND (Mill): <u>Springhill Opaque</u> BRIGHTNESS: _____ OPACITY: <u>93</u> MINIMUM ORDER MILL REQUIREMENT <u>1 Roll</u>	175	CWT	73.00	
10	OFFSET 60# 17" GRAY PAPER ROLLS 3" CORE - VIRGIN BRAND (Mill): <u>Springhill Opaque</u> BRIGHTNESS: _____ OPACITY: <u>95</u> MINIMUM ORDER MILL REQUIREMENT <u>20000 lbs</u>	38.5	CWT	71.00	

11	<b>OFFSET 60# 17" CREAM PAPER ROLLS 3" CORE - VIRGIN</b> BRAND (Mill): <u>Springhill Opaque</u> BRIGHTNESS: _____ OPACITY: <u>95</u> MINIMUM ORDER MILL REQUIREMENT <u>1 Roll</u>	168	CWT	71.00	
12	<b>OFFSET 50# 17" BUFF ROLLS 3" CORE - VIRGIN</b> BRAND (Mill): _____ BRIGHTNESS: <u>N/A</u> OPACITY: _____ MINIMUM ORDER MILL REQUIREMENT _____	30	CWT	N/A	
13	<b>OFFSET 50# 17" SALMON ROLLS 3" CORE - VIRGIN</b> BRAND (Mill): _____ BRIGHTNESS: <u>N/A</u> OPACITY: _____ MINIMUM ORDER MILL REQUIREMENT _____	30	CWT	N/A	
Line #	RECYCLED UNCOATED ROLLS	Estimated Annual Usage - CWT	UOM	Price per CWT	Comments
14	<b>OFFSET 40# 17.5" WHT PAPER ROLLS 3" CORE - RECYCLED</b> BRAND (Mill): <u>Accent 30% Rec</u> BRIGHTNESS: <u>97</u> OPACITY: <u>89</u> PERCENT (%) RECYCLED CONTENT <u>30%</u> MINIMUM ORDER MILL REQUIREMENT <u>40000 lbs</u>	4000	CWT	88.50	
15	<b>OFFSET 50# 17" WHT PAPER ROLLS 3" CORE - RECYCLED</b> BRAND (Mill): <u>Williamsburg 30% Rec</u> BRIGHTNESS: <u>94</u> OPACITY: <u>90</u> PERCENT (%) RECYCLED CONTENT <u>30%</u> MINIMUM ORDER MILL REQUIREMENT <u>40000 lbs</u>	2273	CWT	66.50	
16	<b>OFFSET 60# 17" WHT PAPER ROLLS 3" CORE - RECYCLED</b> BRAND (Mill): <u>Williamsburg</u> BRIGHTNESS: <u>94</u> OPACITY: <u>92</u> PERCENT (%) RECYCLED CONTENT <u>30%</u> MINIMUM ORDER MILL REQUIREMENT <u>40000 lbs</u>	1143.41	CWT	64.00	
17	<b>OFFSET 70# 17" WHT PAPER ROLLS 3" CORE - RECYCLED</b> BRAND (Mill): <u>Williamsburg</u> BRIGHTNESS: <u>94</u> OPACITY: <u>94</u> PERCENT (%) RECYCLED CONTENT <u>30%</u> MINIMUM ORDER REQUIREMENT <u>40000 lbs</u>	396.83	CWT	64.00	
18	<b>OFFSET 50# 17" PINK PAPER ROLLS 3" CORE - RECYCLED</b> BRAND (Mill): _____ BRIGHTNESS: _____ OPACITY: _____ PERCENT (%) RECYCLED CONTENT _____ MINIMUM ORDER MILL REQUIREMENT _____	1495	CWT		Same As Above
19	<b>OFFSET 50# 17" BLUE PAPER ROLLS 3" CORE - RECYCLED</b> BRAND (Mill): _____ BRIGHTNESS: _____ OPACITY: _____ PERCENT (%) RECYCLED CONTENT _____ MINIMUM ORDER MILL REQUIREMENT _____	106.5	CWT		Same As Above
20	<b>OFFSET 50# 17" CANARY PAPER ROLLS 3" CORE - RECYCLED</b> BRAND (Mill): _____ BRIGHTNESS: _____ OPACITY: _____ PERCENT (%) RECYCLED CONTENT _____ MINIMUM ORDER MILL REQUIREMENT _____	123	CWT		Same As Above
21	<b>OFFSET 50# 17" GOLDENROD PAPER ROLLS 3" CORE - RECYCLED</b> BRAND (Mill): _____ BRIGHTNESS: _____ OPACITY: _____ PERCENT (%) RECYCLED CONTENT _____ MINIMUM ORDER MILL REQUIREMENT _____	22	CWT		Same As Above

22	<b>OFFSET 50# 17" GREEN PAPER ROLLS 3" CORE - RECYCLED</b> BRAND (MIII): _____ BRIGHTNESS: _____ OPACITY: _____ PERCENT (%) RECYCLED CONTENT _____ MINIMUM ORDER MILL REQUIREMENT _____	175	CWT		Same As Above
23	<b>OFFSET 60# 17" GRAY PAPER ROLLS 3" CORE - RECYCLED</b> BRAND (MIII): _____ BRIGHTNESS: _____ OPACITY: _____ PERCENT (%) RECYCLED CONTENT _____ MINIMUM ORDER MILL REQUIREMENT _____	38.5	CWT		Same As Above
24	<b>OFFSET 60# 17" CREAM PAPER ROLLS 3" CORE - RECYCLED</b> BRAND (MIII): _____ BRIGHTNESS: _____ OPACITY: _____ PERCENT (%) RECYCLED CONTENT _____ MINIMUM ORDER MILL REQUIREMENT _____	168	CWT		Same As Above
25	<b>OFFSET 50# 17" BUFF PAPER ROLLS 3" CORE - RECYCLED</b> BRAND (MIII): _____ BRIGHTNESS: _____ OPACITY: _____ PERCENT (%) RECYCLED CONTENT _____ MINIMUM ORDER MILL REQUIREMENT _____	30	CWT	N/A	
26	<b>OFFSET 50# 17" SALMON PAPER ROLLS 3" CORE - RECYCLED</b> BRAND (MIII): _____ BRIGHTNESS: _____ OPACITY: _____ PERCENT (%) RECYCLED CONTENT _____ MINIMUM ORDER MILL REQUIREMENT _____	30	CWT	N/A	

**II. TERMS AND CONDITIONS**

Bidders should complete Section II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using "Track Changes". Upon request an electronic copy of the proposal with "Track Changes" must be submitted in an editable Word format. By signing the solicitation, Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State is soliciting proposals in response to the solicitation. The State reserves the right to reject proposals that attempt to substitute the Bidder's commercial contracts and/or documents for this solicitation.

The Bidder should submit with their proposal any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's proposal. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The contract resulting from this solicitation shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal response;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. NOTICE (POC)**

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**E. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**F. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

**\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**G. VENDOR PERFORMANCE REPORT(S)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

**H. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**I. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the



default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach. OR In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

**J. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**K. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**L. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. SELF-INSURANCE (Statutory)**

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this contract, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

**M. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other party prevails.

**N. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**O. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**P. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or man-made event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

**Q. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**R. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;

- b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

**S. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

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**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal

program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an 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 DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the solicitation response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required 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.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor 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 goods or services to be covered by any contract resulting from this solicitation.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. 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 proposal. 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.

**F. PRICES**

Prices quoted shall be unit price per hundred weight (CWT) and shall be net, including storage, transportation, and delivery charges fully prepaid by the contractor, F.O.B. Destination, Inside and In-place the facility at the location named in the solicitation. 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.

Prices submitted on the cost proposal form shall remain fixed for the first (180) days of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to the proposed effective date of increase and must show cause and be accompanied by supporting documentation (such as notification letter from the mill/manufacturer).. Further documentation may be required by the State to support the price increase (such as mill/manufacture invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

**G. COST CLARIFICATION**

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

**H. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**J. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Accord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,

3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. **WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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REQUIRED INSURANCE COVERAGE	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$100,000 each occurrence
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. State of Nebraska shall be included as additionally insured."	

**3. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, prior to beginning work and upon, a certificate of insurance coverage complying with the above requirements to the attention of:

Agency: Buffy Meyer  
 Attention: Buyer  
 1526 K Street Suite 130  
 Lincoln NE 68508

These certificates or the cover sheet shall reference the ITB number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to contract manager when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**K. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or

pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**L. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**M. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Invitation to Bid proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**N. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**O. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

**P. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods and services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**Q. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

**R. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

Contractor certifies 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.

**S. WARRANTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

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**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency." Unless otherwise stated in this Invitation to Bid.

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

**E. PAYMENT (Statutory)**

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves

the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
✓			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5% ) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

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## V. SCOPE OF WORK

The Contractor must provide the following information in response to this solicitation.

### A. SCOPE

It is the intent of this Invitation to Bid to establish a contract to supply Uncoated Roll Stock Paper per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional four, (4) one (1)-year periods when mutually agreeable to the contractor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the contractor and the State.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Uncoated Roll Stock Paper whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the proposal for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the proposal document. If manufacturer's information necessary to show compliance with these specifications is not attached to the proposal document, the Contractor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the proposal.

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**VI. TECHNICAL SPECIFICATIONS**

**A. BIDDER INSTRUCTIONS**

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Bidder to qualify for the award.

"YES" response means the Bidder guarantees they can meet this condition.

"NO" response means the Bidder cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section 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 shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any non-compliance may void your bid proposal. Non-compliance to any single specification can void your bid proposal.
✓			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Bidder.
✓			3. No interpretation related to the meaning of solicitation specifications or other pre-proposal documents will be made orally to any Bidder by the State. Any solicitation interpretation must be put in writing by the Bidder to the State Purchasing Bureau via the ShareFile Link by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

**C. TECHNICAL SPECIFICATIONS: PERFORMANCE STANDARD**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. All white paper (any dimension) bid, is to be manufactured within acceptable parameters for permanence, per the ANSI/NISO Z39.48-1992 (R2009) standard. Preference may be given to items that are ANSI/NISO Z39.48-1992 (R2009) CERTIFIED.
✓			2. ANSI/NISO STANDARD Tear Resistance ~ Minimum 5.25mNm <sup>2</sup> Alkaline Reserve ~ 2% Minimum Calcium Carbonate Paper Stock ~ Maximum 1% Lignin by Weight pH ~ Range 7.5 – 10. <a href="https://groups.niso.org/apps/group_public/download.php/13464/Z39-48-1992_r2009.pdf">https://groups.niso.org/apps/group_public/download.php/13464/Z39-48-1992_r2009.pdf</a>
✓			3. Vendor MUST notify the State of Nebraska Purchasing Bureau immediately if the manufacturing standard is changed and no longer meets the ANSI/NISO Standard
NOTES/COMMENTS:			



NO - Springhill Colors - 10% PCW  
 YES - Williamsburg - 30% PCW

D. TECHNICAL SPECIFICATION: MATERIAL SPECIFICATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓	✓	✓	1. Submit bids for both Virgin paper and Recycled paper rolls. Bids for recycled paper must have a minim of 30 percent recycled content.
✓			2. All items bid MUST BE ALKALINE.
✓			3. Rolls to be Kraft or Poly wrapped, one or two rolls per wrap.
✓			4. 50#, 60# and 70# paper rolls must be 17 inches wide
✓			5. 40# rolls must be 17.5 inches wide
✓			6. All roll stock to be 38 inches - 40 inches in diameter, with a 3 inch disposable core.
✓			7. Paper must be compatible to run on offset presses, copiers, laser and ink-jet printers and fax machines.
✓			8. White paper stock must have a smooth finish and a brightness of 92 minimum. Opacity is to be 90-94.
✓			9. Roll stock may be printed on both sides and must be compatible with Mega Pro and Mega Plus polyester plate material (or equivalent), Mitsubishi Violet Digiplate material (or equivalent) and metal offset plates.
✓			10. The paper must be free from lint, slitter dust, etc.
✓			11. 50#, 60# and 70# 17 inch rolls and 40# 17.5 inch rolls must be Williamsburg Offset, Accent Opaque or equivalent. <i>min order</i>
✓			12. All 50# and 60# 17 inch roll standard colors (pink, blue, canary, goldenrod, green, gray, cream, buff and salmon) are to be Wausau Exact or Springhill, Offset Opaque or equivalent. <i>Williamsburg 20000 lbs min order / Accent 10000 lbs</i> <i>NO Buff or Salmon Available</i>
✓		<i>Springhill Colors are 10% PCW</i>	13. If available, <b>Recycled Roll Paper</b> is to be manufactured with materials in accordance with Presidential Executive Order 13101 (section 505) and section 6002 of the Resource Conservation and Recovery Act, stating all <b>Recycled Roll Paper</b> bid and supplied must contain a minimum of 30% post-consumer (PC) content. Prior to award and or at any time 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.
✓			14. The State of Nebraska may choose to award Virgin, Recycled, or both, whichever is in the best interest of the State.

*Gray & Pink are 20000 lbs min order, All other colors are 10000 lbs. except salmon & buff - Not Available*

✓		15. See Attachment "A" - Bidder to insert Brand Name, Brightness, Opacity, Recycled Content, and any minimum order mill requirements along with bid.
NOTES/COMMENTS:		

**E. TECHNICAL SPECIFICATION: INVENTORY/STORED ROLLS**


YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. The successful bidder must have sufficient storage space available at no additional cost.</p> <p>Enter storage space available in square feet or number of rolls bidder can store:</p> <p>Total number of Rolls that can be stored <u>80 Rolls</u></p>
✓			<p>2. It is preferable the storage space is climate controlled conducive for paper</p> <p>Please state if storage space is climate controlled.</p> <p><u>None</u></p> <p>Describe the type of storage environment:</p> <p><u>NO HEAT OR A/C - Dry Warehouse</u></p>
✓			3. Rolls not required to be in storage, will be required to meet delivery expectations as outlined in section VI.I. DELIVERY ARO.
✓			4. If requested, the Contractor must be able to provide a detailed inventory level reports of rolls in storage at any time during the contract period.
✓			5. When requesting rolls be delivered from storage, Printing Services will reference the purchase order number, roll identification number(s) and weight from the initial order.
✓			6. Ninety (90) calendar days prior to the end of the contract period, detailed reports of remaining rolls in storage should be provided to AS Printing Services. At the end of the contract period, after review and approval of any remaining rolls by Printing Services, will be delivered
NOTES/COMMENTS:			

**F. STORAGE LIABILITY**


YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Stock placed in storage with the Contractor shall meet or exceed the quality requirements described in this ITB for one (1) calendar year following the date the roll stock is received into the Contractor's stored inventory.
✓			2. The roll stock in storage shall be delivered in accordance with the delivery requirements within this ITB.
✓			3. Contractor is liable for deficiencies and quality or loss of stored inventory caused by or arising from events or factors other than the lack of climate control. The exception for lack of climate control only applies if the Contractor does not offer climate control at all during the contract period.
<b>NOTES/COMMENTS:</b>			

**G. ANNUAL USAGE, ESTIMATED**


YES	NO	NO & PROVIDE ALTERNATIVE																			
✓			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity																		
	✓	<i>See Notes</i>	<p>2. Unless minimum order requirements are imposed by the mill, the Bidder shall not impose minimum order requirements. If minimum order requirements are being bid, documentation from the mill should be included with the bid. Documentation requested prior to an award must be provided within 5 business days.</p> <p>Bidder to include any minimum order requirements imposed by the mill on Bid Sheet Attachment A</p>																		
	✓	<i>Williamsburg 30% PCW Springhill Colors 10% PCW</i>	<p>3. Printing Services annual estimated usage figures.</p> <p>The annual usage figures provided include both virgin and recycled numbers combined. The contract may allow for purchase of either virgin recycled.</p> <p>Bids for recycled paper must have a minim of 30 percent recycled content.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Description</th> <th>UOM</th> <th>Estimated Usage</th> </tr> </thead> <tbody> <tr> <td>OFFSET 40# 17.5" WHT PAPER</td> <td>CW</td> <td style="text-align: right;">4000.00</td> </tr> <tr> <td>OFFSET 50# 17" WHT PAPER</td> <td>CW</td> <td style="text-align: right;">2273.00</td> </tr> <tr> <td>OFFSET 60# 17" WHT PAPER</td> <td>CW</td> <td style="text-align: right;">1143.41</td> </tr> <tr> <td>OFFSET 70# 17" WHT PAPER</td> <td>CW</td> <td style="text-align: right;">396.83</td> </tr> <tr> <td>OFFSET 50# 17" PINK PAPER</td> <td>CW</td> <td style="text-align: right;">1495.00</td> </tr> </tbody> </table>	Description	UOM	Estimated Usage	OFFSET 40# 17.5" WHT PAPER	CW	4000.00	OFFSET 50# 17" WHT PAPER	CW	2273.00	OFFSET 60# 17" WHT PAPER	CW	1143.41	OFFSET 70# 17" WHT PAPER	CW	396.83	OFFSET 50# 17" PINK PAPER	CW	1495.00
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 <i>See Note</i>	OFFSET 50# 17" BLUE PAPER	CW	106.50
	OFFSET 50# 17" CANARY PAPER	CW	123.00
	OFFSET 50# 17" GREEN PAPER	CW	175.00
	OFFSET 50# 17" GOLDENROD PAPER	CW	22.00
	OFFSET 50# 17" CREAM PAPER	CW	33.00
	Offset 50# 17" BUFF PAPER	CW	30.00
	Offset 50# 17" SALMON	CW	30.00
	OFFSET 60# 17" CREAM PAPER	CW	168.00
	OFFSET 60# 17" GRAY PAPER	CW	38.50
NOTES/COMMENTS:			

H. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The contractor shall, upon request, provide a usage report of this contract by state agencies and political subdivisions. Information will include agency name, item, and dollar amount. Information may be requested at any time by the SPB, as determined by the State.
NOTES/COMMENTS:			

I. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
		<i>Williamsburg Recycled Products AZ making - lead times run 3 weeks</i>	1. A successful Bidder will maintain storage of rolls as described in VI.E1 to process and deliver within three (3) business days ARO from the date the rolls are requested. The day of request does not count as a business day for the purposes of this requirement. Deliveries from storage must be clearly marked with the purchase order number, roll identification number, and weight of each roll. The State may assess, and if so assessed, the Contractor must pay, a fee of \$25.00 per each business day the Contractor does not deliver the inventoried rolls after three (3) business days from ARO.  If delays in delivery are anticipated, the Contractor will immediately notify AS Printing Services of the expected delivery date.  At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

✓	21 Days	<p>2. Delivery of non-stocked rolls to deliver within ten (10) business days after receipt of order.</p> <p>If delays in delivery are anticipated, the Contractor will immediately notify AS Printing Services of the expected delivery date. The order may be canceled if the delivery time is unsatisfactory, and the State may procure item(s) from other sources and the Contractor will be held responsible for any/all excess cost.</p>
✓		<p>3. Delivery personnel will be required to deliver and off load all products to a specified area on the inside, Lower Level, 501 South 14th Street (14th and K streets), Lincoln, Nebraska. Dock hours are 8:00AM - 12:00 noon and 1:00PM - 4:00 P.M., Monday through Friday (excluding State holidays and/or as otherwise directed). It will be the Vendor's responsibility to provide any equipment needed to complete the delivery inside and in-place the State's facility. Driver must have identification and call security on the phone located outside the dock door.</p> <p>The successful bidder must provide and bring their own equipment to move the rolls to the designated inside area.</p>
✓		<p>4. Vendor's delivery personnel must wait for the order to be received, invoice(s)/packing slip(s) verified and signed with discrepancies documented on the delivery ticket by a State of Nebraska employee (shortages, longs, damage, etc.). The State of Nebraska employee signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.</p>
✓		<p>5. Vendor will replace or reimburse any paper lost due to damage caused by packaging, shipping, or manufacturing processes. Delivery ticket and rolls must be clearly marked with the purchase order number and the weight of each roll (single or double wrapped).</p>
NOTES/COMMENTS:		

**J. DELIVERY LOCATIONS / INSTRUCTIONS (CONTRACTOR AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 501 S. 14 Street, Lower Level, Lincoln NE 68508
NOTES/COMMENTS:			

**K. PACKAGING**

YES	NO	NO & PROVIDE ALTERNATIVE	
			2. Rolls are to be delivered not to exceed a maximum of four high on pallets of suitable strength, construction and design. <b>Not to exceed 80 inches.</b>
			3. Delivery ticket and rolls must be clearly marked with the purchase order number, roll identification number, and weight of each roll (single or double wrapped).

✓	21 Days	<p>2. Delivery of non-stocked rolls to deliver within ten (10) business days after receipt of order.</p> <p>If delays in delivery are anticipated, the Contractor will immediately notify AS Printing Services of the expected delivery date. The order may be canceled if the delivery time is unsatisfactory, and the State may procure item(s) from other sources and the Contractor will be held responsible for any/all excess cost.</p>
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✓		<p>4. Vendor's delivery personnel must wait for the order to be received, invoice(s)/packing slip(s) verified and signed with discrepancies documented on the delivery ticket by a State of Nebraska employee (shortages, longs, damage, etc.). The State of Nebraska employee signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.</p>
✓		<p>5. Vendor will replace or reimburse any paper lost due to damage caused by packaging, shipping, or manufacturing processes. Delivery ticket and rolls must be clearly marked with the purchase order number and the weight of each roll (single or double wrapped).</p>
NOTES/COMMENTS:		

**J. DELIVERY LOCATIONS / INSTRUCTIONS (CONTRACTOR AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. 501 S. 14 Street, Lower Level, Lincoln NE 68508
NOTES/COMMENTS:			

**K. PACKAGING**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			2. Rolls are to be delivered not to exceed a maximum of four high on pallets of suitable strength, construction and design. <b>Not to exceed 80 inches.</b>
✓			3. Delivery ticket and rolls must be clearly marked with the purchase order number, roll identification number, and weight of each roll (single or double wrapped).

NOTES/COMMENTS:

**L. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Orders will be placed either by, phone, e-mail or Internet (if available and not to the exclusion of the other methods).
✓			2. All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.  All invoices must be itemized and clearly indicate the weight, PO number, and mill number of each roll (single or double wrapped). Itemized invoices must identify all rolls placed in Contractor's storage <b>and</b> rolls being delivered. All itemized rolls on invoice must include the roll identification number.
✓			3. All orders are to be confirmed in writing upon receipt of order by vendor. Confirmation will include item description, total weight in pounds, core size and outside diameter of rolls. Additional information may be deemed necessary and will be conveyed to the vendor.
✓			4. When placing orders from stored inventory, Printing Services will provide the purchase order number, invoice number, roll identification number(s), and weight of each roll to be delivered.
NOTES/COMMENTS:			

**M. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
✓			2. A guarantee of satisfactory performance by the contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this ITB.
✓			3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
✓			4. Roll stock must be free of contamination of paper that would occur in the roll-winding process. The paper must be free from lint, slitter dust, etc. Paper must be free of uneven winding, splices, tears, folded corners, and incorrect cuts. Deficiencies in paper quality and any of these causes must be promptly remedied. Failure by the successful vendor to correct any paper quality deficiencies or to deliver paper in compliance of specifications within the acceptable delivery requirements will be subject to termination of contract.

NOTES/COMMENTS:

**N. GRAY MARKET PRODUCTS PROHIBITION**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.</p>
NOTES/COMMENTS:			

**O. WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. The Contractor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.</p>
NOTES/COMMENTS:			

**P. SAMPLES**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. A sample roll of 17" 50# white roll stock may be required prior to an award at no expense to the State of Nebraska for testing purposes. The sample roll will be delivered within ten (10) business days of written request from State Purchasing Bureau. Failure to supply the roll within this timeframe will disqualify the bid. Delivery will be made to Printing Services, 501 S. 14<sup>th</sup> Street, Lower Lever, Lincoln, NE 68508. Contact Buffy Meyer 402-471-8880 with the delivery date. Contact SPB contact with the delivery date. All samples and test results will remain the property of the State of Nebraska and will not be returned</p>



✓			<p>2. The bidder must provide within five (5) days of a request and is encouraged to provide <u>with</u> the bid, a paper swatch/chip book or a statement from the mill indicating the brand and manufacturer name as well as physical and aesthetic attributes of the product including color, brightness, opacity, finish, weight, alkalinity and recycled content, etc. may be required prior to an award and must be provided within five (5) business days of such a request.</p>
✓			<p>3. Failure to provide samples or samples not meeting the specifications may void the proposal or constitute a breach of the contract resulting from this proposal invitation.</p>
✓			<p>4. Upon a written request from the State of Nebraska Purchasing Bureau, sample(s) shall be shipped to:</p> <p>AS Printing Services  Attn: Michelle Gilliland  501 S. 14<sup>th</sup> Street  Lincoln, NE 68508</p> <p>Receiving hours are between 8:00 A.M. – 12:00 noon and 1:00 P.M. – 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).</p> <p>Failure to supply samples, and or samples that do not meet specification may be grounds to reject the proposal. Samples must be representative of items proposed and meet the specifications. Samples provided must be in sufficient quantity for testing, as determined by the State. Samples will be provided at no cost to the State. Contractor may be responsible for lost production time during the testing and evaluation of equivalent products.</p>
<p><b>NOTES/COMMENTS:</b></p>			

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**Form A  
Contractor Contact Sheet  
Invitation To Bid Number 6432 OF**

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the Contractor's name and address, and the specific person(s) who are responsible for preparation of the Contractor's response.

Preparation of Solicitation Contact Information	
Contractor Name:	Omaha Paper Co. Inc.
Contractor Address:	6936 "L" st. Omaha, NE 68117
Contact Person & Title:	Daniel K. Robinson
E-mail Address:	Dave@Omahapaper.com
Telephone Number (Office):	402-401-6825
Telephone Number (Cellular):	402-490-0574
Fax Number:	402-331-3260

Each Contractor shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Contractor's response should become necessary.


Communication with the State Contact Information	
Contractor Name:	Omaha Paper Co. Inc.
Contractor Address:	6936 "L" st. Omaha, NE 68117
Contact Person & Title:	Daniel K. Robinson
E-mail Address:	Dave@Omahapaper.com
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Fax Number:	402-331-3260

JAN 07 2021

JAN 07 2021

1:55pm  
1/7/21  
HTS

State Purchasing Bureau  
 1526 K Street Suite 130  
 Lincoln, NE 68508  
 610 6432 07

**OMAHA PAPER COMPANY** 

6936 "L" Street Omaha, Nebraska 68117  
 Business: (402) 331-3243 • Fax: (402) 331-3260 • Toll Free: (800) 288-7026  
<http://www.omahapaper.com>

US POSTAGE  \$01.00<sup>9</sup>  
 First-Class  
 Mailed From 68117  
 01/04/2021  
 032A 0061826502



Solicitation # 6432 07

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